

1887-022 Chancery Causes: Adm. of Henry S. Kane vs. Adms. of James T. Loyd & Lee Co.

Shoemaker, Allen, Carnes, Duff, Hamblen

CA-Debt

T-Property

To the Honorable John A. Kelly
Judge of the Circuit Court of Seacoast
Your Obedient James S. Shoemaker
Administrator of the Estate of Henry
S. Kane removed would Respectfully
Represent unto your Honor that James
J. Lloyd departed this life on the day
of 18 that soon after his
death P. H. Allen & Thomas P. Barnes
qualified as Administrators of his
Estate, copy of the order making said
appointment & the order showing that
they qualified as such will hereafter
be filed if deemed necessary marked (A)
that during the lifetime ^{of the late James J. Lloyd} and during the
lifetime of the H. S. Kane the said James
J. Lloyd executed to the said H. S. Kane
the following notes to wit one note
dated 9th Febry 1858 for ten dollars due
on that day which said note is her
filed marked (B) ^{as part of this Bill} also one note dated
11th day of May 1858 for twenty five dollars
due that day which said note is herein filed
as part of this Bill marked (C) also one
note dated 18th May 1859 for twenty dollars
with interest from 28th Febry 1859
to the said which said note is herein filed as
part of this Bill marked (D). It also on
the 18th day of May 1859 executed to said H.

H S Rand his certain other note for
 the sum of sixty dollars due
 twelve months after date, which
 said note is herein filed as part of this
 Bill marked (E) and on the 16th day of
 May 1859 said J J Lloyd executed to said H S Rand
 his certain other note for the sum of twenty five
 dollars, ^{dated 16th day of March 1859} due on that day which said note is herein
 filed as part of this Bill marked (F) and on
 the 18th day of May 1859 he executed two other
 notes to said H S Rand one for the sum of
 twenty dollars due on that day the other for
 the sum of ten dollars due on that day said
 notes are herein filed marked (G. & H) as part
 of this Bill and on the 15th of October 1859
 he executed his certain other note to said H S Rand
 for the sum of five dollars which said note
 is herein filed as part of this Bill marked
 (I.) and on the 9th day of October 1860 said
 J J Lloyd executed to said H S Rand his certain
 other note with James M Young as his surety
 for the sum of twenty two dollars & fifty cents
 due on that day which said note is herein
 filed as part of this Bill marked (J) and
 James J Lloyd during his lifetime was indebted
 to said H S Rand during his lifetime in the sum
 of 1858 for services as an Attorney on account of
 which is herein filed ^{in the sum of five dollars} marked (K) as part of
 this Bill

Since James J. Lloyd was also during his lifetime
 in the year 1860 and since H. S. Kane in his
 lifetime the further sum of ten dollars
 for services as an Attorney an account of
 which is herein filed as part of this Bill
 made (S) The said James J. Lloyd during
 his lifetime to wit on the 19th day of October
 1859 executed to said H. S. Kane his receipt
 for the collection of ^{an act on John A. Sing for} the sum of twenty seven
 dollars & fifty cents with interest from the
 8th day of January 1858. also one other note
 on said John A. Sing for the sum of fifteen
 dollars due the 15th day of August 1859
 also for the collection of an other note on said
 John A. Sing for the sum of five dollars &
 seventy eight cents due the 6th January 1858
 which said notes were assigned to said Lloyd
 by said Kane. & the said J. J. Lloyd was to
 have two dollars & fifty cents for his trouble
 which said receipt or obligation is herein filed
 as part of this Bill made (M), the said
 James J. Lloyd together with Rubin Steel
 as his security ^{One Zion Pennington} executed to ~~David H. H. H.~~
 his note for the sum of ninety two dollars
 & sixty six cents dated 21st April 1859 and
 first day of January 1860 with interest from
 date. which said note was assigned by said
 Zion Pennington to John Milburn on the
 day of 18 and the said

John Millburn on the 20th March 1860
 assigned said note to David R. Kane. and
 the said David R Kane traded said note
 to said H S Kane during his lifetime which
 said note is herein filed as part of this
 Bill marked (D) And the said
 James J Lloyd during his lifetime to wit on
 the 18th day of October 1860 & traded to
 David R Kane his note for the sum of
 ten dollars due on that day. which said
 note was traded to said H S Kane by
 said David R Kane, which said note is
 herein filed as part of this Bill marked
 (D) And the said James J Lloyd during
 his lifetime & traded on the 18th day of October
 1859 his draft to one David R Kane for
 the collection of a note on John Aery
 for the sum of seventy one dollars &
 thirty seven cents due the first day of
 January 1860. which said money afterwards
 became the property of said H S Kane
 said J J Lloyd was to have paid dollars out
 of said debt for his services. which said draft
 or obligation is herein filed as part of this
 Bill marked (P)

Your Orator would further state
 that since the execution of the said notes
 & drafts, the said H S Kane has

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has also deposited his list and letters of
Administration was granted your
Order in the County Court of said county
and he qualified as Administrator of said
Estate. Copies of the several Orders of court
appointing your Order said James & of his
qualification & will hereafter be filed if
deemed necessary by your Honor. make
(N. & R.) Your Order charges that said
James & Lloyd during his lifetime failed to
pay to said H. S. Kane during his lifetime
said several sums of money or any part
thereof, nor did he since the death of
said H. S. Kane pay the same or any part
thereof to your Order, nor has the
Administration or either of them paid the
same to said H. S. Kane in his lifetime
or to your Order since the death of the
said H. S. Kane or any part thereof
but that the whole amount of said several
debts & their interests are still due and
owing to your Order as Administrator
of said Estate of H. S. Kane deceased
your Order charges that ~~said James &~~
said James & Lloyd during his lifetime
collected the said John Henry debts &
interests, he also charges that he collected
the full amount of the said debts &
interests which he said Lloyd collected said H. S. Kane

he also suffers that said J. J. Lloyd during
his lifetime failed to pay the same to said R. H.
Hunt or to the said H. H. Hunt during his life
or to your Brother since his death nor has
the said James of said ^{estate of} J. J. Lloyd paid
the same to the said R. H. Hunt or to the said
H. H. Hunt during his life or to your Brother
since his death or any part thereof.

Your Brother fees the charges that said J.
J. Lloyd during his lifetime and his heirs since
his death and each of them failed to pay to
the said David R. Hunt or the said H. H. Hunt
during his life or your Brother since his death
the said note of ten dollars ^{indented to D. R. Hunt} or any part thereof
nor have you the said James of said J. J. Lloyd
paid the same or any part thereof to the said
David R. Hunt or to the said H. H. Hunt during
his lifetime or to your Brother since his death.
Your Brother fees the charge that the
said J. J. Lloyd & the said Robert Steel his
executor in the said note (or) certification
or executed to ~~the said~~ ^{the said} Zeir Penning Pennington
nor either of them during the lifetime of the
said J. J. Lloyd or the said Robert Steel (who
is also now dead). pay the same or any part
thereof to the said Zeir Pennington or to
the said ~~Robert~~ Milbauer or to the said
David R. Hunt or to the said H. H. Hunt

during his life or to your Brother since
the death of the said H. S. Kane or of
any of them.

Your Brother further charges that
no part of either of said claims
have ever been paid to said decedent
or to your Brother as his share
but that each and every one of said
claims herein set out & referred to
disputes with the legal interest arising
on each of said debts, and still justly
are & owing to your Brother or share
as aforesaid.

Your Brother would further state that
when the said Administrators qualified
as Administrators as aforesaid they
executed bond in accordance with
the requirements of the court in the
penalty of \$_____ conditioned for
the faithful discharge of their duties
with the following named persons as
their securities to wit: G. B. Duff, &
C. L. Hamblen.

These securities your Brother is advised are
and liable with said Administrators
for the payment of your Brother's said
debts provided there was a sufficiency
of the personal estate of decedent & if sold
went into the hands of said heirs.

to pay some debts & other charges of said
said Estate, your Order shews that
there was more than a sufficiency to
pay off the incumbrances of said Estate
went into the hands of said James
and was received by them and converted
to their own use

Your Order is advised also that said
James & Liza at the time of his death
was owner of very valuable real
Estate situated in said county of
Lee upon ^{a part of} which he resided at the time
of his death consisting of several tracts
of land the precise number of acres
or the value of the same your Order
is not advised, which said real
Estate your Order is advised is
liable to the payment of debts
owed among which is the debts of
your Order or James as aforesaid
Your Order would further state
that at the time of the death of the said
J & Liza he left the following
widow & children & heirs at law
of his said Estate, to wit.
Jane Liza his widow & the following
children, Mary to who had prior to the
death of said J & Liza intermarried

with One Peter H Allen, Treasurer
who married Thomas H Barnes.

Mattie W Loya. Thomas H Loya
Charles Loya William Loya
and John Loya

The last three of whom are infants
under the age of twenty One years
Your Orator is advised that there
are various other debts against
said Estate, which if suits were
instituted upon them all separately
would involve said Estate in
a large amount of costs. The object
therefore of this Bill is to convene
all the creditors of said Estate over
ascertain the sum in the hands of
said decedent and have them applied
to the payment of the debts of decedent
and if there is not assets sufficient in
the hands of the sum for that purpose
to sell so much of assets, lands as
will be sufficient to pay said debts
hence your Orator makes all the
creditors of said decedent who will
come in & contribute to the payment
of costs in this suit parties septs
hereto.

Your Orator being specially
at Common Law in the premises

and releasable only in a court of Equity
 his Prerogative therefore is that the said
 Peter H. Allen, & Thomas P. Barnes
 Administrators of the Estate of Jas. G.
 Lloyd deceased. Peter H. Allen in his own
 right Mary C. Allen his wife formerly
 Mary C. Lloyd. Thomas P. Barnes in his
 own right & Minerva Barnes his wife
 formerly Minerva Lloyd. Lord Lloyd
 Mattie M. Lloyd Thomas P. Lloyd
 Charles Lloyd William Lloyd
 John Lloyd, G. L. Duff & C. L. Hamilton
 be made parties

As to this Bill that the said parties
 be required to answer the same truly
 on oath, that said parties be required
 to show what assets come into their hands
 & how they have disposed of the same
 that a Guardian of the Estate be appointed
 to answer for the said parties, that
 a Commissioner be appointed to ascertain
 the amount of available assets in the
 hands of said parties that he receive
 all the credits of said Estate & that
 he settle an account showing the
 various amounts due from said
 Estate and that upon a hearing
 your Honor will by all necessary

Orators & Decees are at the payment of
^{out of the assets in the hands of said fees}
 James Douglas said debts, if there is assets
 sufficient in their hands to pay the same
 if not that then a further sum of
 decrees, real estate be sold as will
 be sufficient to pay said debts unless
 it shall appear that decrees houses will
 rent for a sum sufficient to pay the
 same in five years then that the
 same be rented, but should your
 Orator be in any wise mistaken
 in the relief herein sought then
 that your Honor will grant unto
 him any and all such orders further
 and general relief as to Equity
 he begs and is entitled to the
 Decree or circumstances of his case
 May the Commonwealth with of
 a insurrection &c

Holladay

15.
 6.
 8.00
 40.28
 82.11

H. S. Kane, Sec. vice
 83 Bill
 P. S. Lopez, Sec. vice

La. Schibels on loose

1882 Mr. Aug. F. Moore Contd.
 1883 Mr. Aug. F. Moore Contd.
 1882 Contd. 1883 Contd.
 1882 " 1883 Mr. Contd.
 1882 " 1883 "

1882
 1883
 1884

1882 Mr. Aug. F. Moore Contd.
 1883 Mr. Aug. F. Moore Contd.
 1882 Contd. 1883 Contd.
 1882 " 1883 Mr. Contd.
 1882 " 1883 "

45

This cause came on again this day to be heard upon the papers formerly read & was argued by counsel and complaint in open court by his counsel states that his wife has been fully paid up, and it being stated in court that little Ellen ~~was~~

and she is willing that the cow may be struck for
~~some~~ and no one is ~~concerned~~

any thing else due on their claims
nothing remaining unpaid except as
herein stated. ^{costs} except the costs that has
been paid since the second entry in the
case admitting the land rented, the cost,
up to that date was paid.

An consideration in behalf of is assigned
 evidence & heard, that complainant have
 execution against said Samr for the
 release of the costs, that has accrued
 since the said Surce for renting to
 be taxed by the clerk of this
 and the cause is stricken from the
 docket.

715 / Lane, James

23 3 Lane

L. J. Lane, James

Cent. b. page 41

Aug. 28th / 887

J. A. L. Ryatt
cc

Cent. b. page 41

Aug. 28th

Aug. 21st 1887

St. John's

~~U.S. Patent~~

~~H. S. Kane~~ H. S. Kane's

J. T. Davis

The ~~plaintiff~~ ^{defendants} ~~defendants~~, ~~the~~ ^{they} moved the
 Court to reverse the decree rendered herein against them by
 default, on the 31st day of August 1878, confirming Commissioner
 Morgan's report, and decreeing against them in favor
 of the plaintiff for the sum of \$ ^{730.40} ~~730.40~~ ₁₀₀, assigning as an
 error therein the allowance of \$ 92. ⁶⁶ ₁₀₀ principal and \$ 105. ⁶⁸ ₁₀₀
 interest accrued thereon, on account of a note executed by Jas. F. Lloyd
 & Remond Stiel, on 21st April 1859, due January 1. 1860, to Geo. Pennington
 and by him assigned to David R. Kane, though long barred by the
 Statute of Limitations, ~~but~~ ^{before} and acted on by the Commission.
 And to this motion the plaintiff by his attorney appeared. And
 the plaintiff ~~giving~~ ^{giving} the necessary written notice of this motion, the cause was
 argued by Counsel. On consideration whereof the decree aforesaid
 is reversed so far as it allows the said sum of \$ 92. ⁶⁶ ₁₀₀ principal
 and \$ 105. ⁶⁸ ₁₀₀ interest, and in all other respects is affirmed. And
 it is adjudged that the defendants receive their costs of this
 motion from the plaintiff out of any undivided assets or his hands

Henry S. Ranes' Administrators &c. Plffs.
against

James T. Loyd's Adms &c. & others Defts.
Anderson Cane & others Plffs.

Decree

against

James T. Loyd & others Defts

On motion of the plaintiffs in the last
named Cause the order of Continuance
entered in the first named Cause at this

term is set aside, and the ^{decree rendered} ~~said Causes~~
in the first named cause is ^{as far as modified} ~~repealed~~, as that it is now, in addition
Cause are to be heard together and at

to the same point due interest, benefit, or loss ^{the administrator} ~~affirming to the Court that when the~~
^{James T. Loyd depts pay to the plaintiffs in the second named cause} ~~Decree for an account was entered in~~

^{their costs therein expended} ~~the first named Cause the~~ ^{and the same named Cause} ~~Second named~~
^{the defendant of the first named cause is continued} ~~Charles had before some time pending and~~

Henry S. Kanes Adminr

vs. } Decree

James T. Loyd Adminr
& others

with

Anderson Camr & others

vs. } Decree

James T. Loyd & others

Entered Page 4

L. W. Orr Jr. Clk

Enter

J. A. L.

Sept 4/78

The estate of Dr. Jas. T. Lloyd

1875

To Margaret C. Russell

25

Sept. 14th To value of Bonds from Sept. 14/74 to Sept. 14/75

12 00

" Interest on same from Sept. 14/75 to Sept. 14/75

2 16 14 16

To value of Bonds from Sept. 14/75 to Sept. 14/76

12 00

" Interest on same from Sept. 14/76 to Sept. 14/78

1 44 13 44

To value of Bonds from Sept. 14/77 to Sept. 14/78

12 00

" Interest on same from Sept. 14/78 to Sept. 14/78

72 12 72

To value of Bonds from Sept. 14/74 to Sept. 14/78

12 00

Total sum due Sept. 14th 1875

85 23 72

clk 10.31

Shff 1.50

Comm. 2.25

144⁶

\$114.456

The above is a copy of exhibit (A) filed with Com. Morgan's Report in the Chancery cause of Margaret Russell vs. Jas. T. Lloyd.

At J. Morgan, Comr.

Margaret Russell
is { statement of her
Jas. T. Lloyd

J.

From Sumner p. 14 p. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

H. S. Ranes Acmon

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Archam

L. J. Loya Acmon

This cause came on this ^{April} 2^d day of March 1878, to be heard upon the Bills of Complainants, ~~the~~ Exhibits filed and the Answer of the Defendant by their Guardian Ad Litem, and was argued by counsel.

And it appearing that Process served to Law has been duly executed upon the adult sons, and they still failing to appear and answer, the Bills as to them is taken for confessed.

And the Causes are Consolidated and heard to be executed in the State of

And it appearing from exhibits filed in Complainants said Bill, that the Debt of said L. J. Loya is indebted to complainant in the sum \$10.00 with interest thereon from the 9th day of February 1858, and the sum of \$25.00 with interest from the 11th day of May 1858 and the sum of \$30.00 with interest from the 28th February 1859, also the sum of \$60.00 with interest thereon from the 18th day of May 1860, also the sum of \$25.00 with interest from the 16th day of March 1859, also the sum of \$20.00 with interest thereon from the 18th day of May 1859 also the sum of \$10.00 with interest from the 18th day of May 1859 & the sum of \$5.00 with interest from the 15th October 1857. & the sum of \$22.50 with interest

from the 9th October 1860 the sum of
\$27.50 with interest from the 8th Jan'y 1858 & the
sum of \$578 with interest from the 6th
Jan'y 1858 + \$92.66 ^{with interest from the} 15th Jan'y 1860 + \$10
with interest from the 18th day of October 1860 a
\$71.37 with interest from the 15th day of Jan'y
1860 also the sum of \$10, and the further sum of
five dollars.

and it appearing from the allegations
of said Bill that said Estate is
indebted to Other Parties, and it
not sufficiently what assets there
is remaining in the hands of said
Estate.

On consideration whereof it is adjudged
Ordered & decreed, that H. J. Professor
One of the Commissioners of this Court
take & state on oath showing
what available ^{assets} ~~property~~ there are
in the hands of ~~said~~ ^{of James J. Lloyd and} ~~Estate~~ ^{James J. Lloyd} also
the indebtedness of said Estate,
to whom and the amount thereof
^{requiring as well of the plaintiff as of all other creditors the}
and their respective priorities, and will
report any other matter he may
deem pertinent on that either party
may specially request, and will
with his report in writing any
proof he may take & the cause
is continued

usual affidavit before leaving proof of their debts - in cases
where the party offering proof of a debt is a personal representative,
only requiring an affidavit of his belief that the debt is due & unpaid, either
in whole, or in part as the case may be, as a condition to leaving proof
of the debt.

Said Commissioner will, if he finds the personal assets insufficient
to pay the debts, ascertain what real estate the deceased
owned at his death & its annual rental value, after
dower is assigned will also ascertain whether or not dower has
been assigned the widow

N. J. Konesham
vs 3 Deena
L. J. Lopez Aam

Enclaved. Pg 727

R. H. Jones

I do not understand
the meaning of this, but
suppose it means
of assets, debts & real
estate - requiring aff.
of the executor.

Encl
N. J. K.
Ap. 4/78

Commissioner Office for will 15th April 1872
James T. S. Lane & Co. - Off

vs
J. T. Lyle & Co. - Off
Connolly & Co. - Off

vs
T. P. Carter, & Co. - Off

To be read, John F. Colley, Judge of the Civil Court of the City

These causes have been consolidated and brought on to be heard together under by a decree entered therein, on the 2nd day of April 1872, was directed as Commissioner of this Court to do certain things in the said decree mentioned, and after having given due notice as is shown by a paper herewith filed (1872), I appeared on the 2nd day of April 1872, and was directed to perform and discharge said duties, and now by leave to submit the following remarks in explanation of the manner in which I have performed the same.

In the early part of the Fall of 1871, Dr. James T. Lyle deposited his will in the City, leaving a widow and children, some of whom are still under age, and some after his death Dr. Peter M. Allen and Thomas P. Brown his two sons, under the will of Administration are his estate, and they have not yet to set in such case to the present time.

On the 2nd day of October 1872 said will came to the Court, and I directed the personal estate to be appraised, as is shown by the original appointment bill, herewith filed

2. marked (40). In the paper it will be seen that the high-
est value introduced was the one to be of the value of \$1240.85

On the 21st day of Oct. 1876, the said James sold
said personal estate on a credit of twelve months, as is
shown by their original Sale Bill herewith filed, marked (54)

The sales thus made by them, as will be seen by reference
to said paper, amounted to the aggregate of \$1175.11. Thus
it is seen that the sales of the property fell short of its ap-
praised value by the sum of \$65.74, and while this dis-
crepancy seems to exist between the appraised and sale
value, as I have as yet heard of no complaint with reference
to the fairness of the sale, I take it that the property, perhaps
as a fair market is a better test of its marketable value
than the judgment of three men however competent they may
be. In this case I shall therefore consider that said sales
well show the value of said personal estate as worth, and
will charge the same therewith, and not with the appraised
value of the property and this said bill will constitute the prin-
cipal charge against the Administration.

The Executors, since their appointment, have collected in the way
of discount the sum of \$44.40 on a receipt given by Sheriff
Edwell, late Constable of this County, to their order in his dis-
charge, and this with said sub. bill is all that I shall now charge
the said James in the settlement of this account, and hence
thereon, I have started this said account and herewith
give the same marked (50), with which is specified the
numbers for the credits therein allowed, marked, from the
1st to 15 inclusive.

This Administration account consist of two statements,

the first is made as of Nov 1st 1877, and the second con-
tains six months from the last mentioned date to
May 1st 1878 at which time said account shows that there
was, or ought to have been in said account funds to the sum of
\$535.01, and this may be regarded as the only certain available
funds which can be applied to the payment of stand-
ing debts against the estate. But, there are some other personal
assets due the estate, which I will now set out.

Several years ago James T. Lloyd, as the executor of Mark
Nashphy, obtained a judgment against John Williams for
\$40.85, with interest and costs, and there is due upon this
judgment, calculated down to May 1st 1878, the sum of \$87.91

This judgment has not as yet been collected, and no
more successful attempts have been made by Lloyd or
his heirs to collect the same, and this being your client's
own mind as to this judgment can now be collected,
I therefore it for, and not to charge the estate therewith until
the same shall be collected.

This judgment appears to be due for T. Lloyd, as the execu-
tor of Mark Nashphy, but while this is so, yet the debt, if col-
lected is due to his estate for, as we shall after a while
see. Dr. L. C. account as such accounts were settled by me
in a funding list, and if any or three or said matters
shall be confirmed, then Dr. Lloyd as such executor will
have accounted for the debt, and having done so, the
same becomes his individual property.

On the 2nd day of April 1872, Dr. Lloyd sold to Mary
C. Holmes, John C. Hopkins, David H. Duke, and James
H. John, or one or more of them, a tract of land, ly-

ing on Receipts, and in consideration thereof, said parties
accounted to said Lytle three notes or bonds, the 1st of which
is for \$53.00, due and payable March 1st 1875, the 2nd
is for \$53.00, due and payable March 1st 1874, and
the 3rd and last is for \$53.00, due and payable March
1st 1875. On the 1st of these bonds there are two credits, one
for \$200.00 Aug. 1st 1874, and \$70.2 Oct. 1875
leaving a balance due thereon May 1st 1878 of \$68.13.
On the 2nd bond or note, there is a credit of \$208.58,
leaving a balance due upon it May 1st 1878 of \$114.75
and upon the 3rd of said bonds, there is no credit,
and there is due thereon May 1st 1878 the sum of \$444.20
upon these three notes, and the judgment against Mr.
Adams, there is due on the 1st day of May 1878, the
sum of \$716.65, and that, with the funds shown to be
in said Adams' hands will amount in the aggregate
to \$1351.00, all which is shown by a statement herewith
filed marked (85) with which I also file an abstract
of said ^{part of said} three notes marked 1, 2, 3, & 4. As before stated
these three notes were given for land, and I am informed
by the Adms that it is very doubtful whether the parties
will ever be able to pay off and discharge them, and if
not, Lytle here will have to take the land back, or proceed
to a forced sale, to pay the balance of the purchase money,
and in either event, it will be uncertain what the Adms
will receive thereon. And this being the doubtful condition
of these notes, I thought it best for the present not to charge
the Adams therewith, and hence I did not do so, but
thought it proper to make said statement (85) in order

It is also what might possibly be alleged, in relation to
what I have already shown to be in the hands of the Adams
The Adams further inform me, that they have come into
their hands a small number of small
notes and some to which appear to have been due their
interest in his lifetime, but as to these, they are uncertain
whether or not they will ever be wanting there. Some
of them they regard as being owing by parties who are now
in a unsettled condition, and they
say, that should they succeed in collecting any of them, they
will hereafter account for the same. These matters will
not ^{be} ^{of} ^{any} ^{great} ^{importance}, amount to but little money, and
hence I made no particular enquiry with reference thereto
and do not design to do so.

I now file herewith as a further part of the debt, the fol-
lowing, marked F.D. which is a statement and calculation
made to the 1st 1878 of all debts and demands against
the estate of said Lyle, which have been sufficiently proved
and established to allow the same. With which we also filed
the evidence of debt therein set out, marked as in the margin
to wit: A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V,
W, X & Y.

The Plaintiff, J. L. Adams, who, as the heirs of H. S.
Lyle died in his debt against the estate of said
Lyle filed herewith, as evidence of debt against the estate
of said Lyle, marked from D to P inclusive.

The evidence of debt marked B, C, D, E, & F, G, H,
I, J, & K are all notes or bonds executed by J. L. Lyle
in his lifetime to Henry S. Kane, David R. Kane, and

John Pennington. Those exhibits marked S. & P. are receipts, and those marked V. & L. are more or less accounts bearing date in 1857 + 1860, as to these last two, they being more or less accounts, are barred by limitation, and I have wholly disallowed them, and no further notice will be taken of them.

Those exhibits marked T. & A. & C. were notes given by Jas. T. Lytle as Agent of J. M. Conditon to H. D. Kane. The one marked F. was given by said Lytle as Agent of John F. Kane to David C. Kane. The one marked ? was a receipt given by said Lytle to David C. Kane, and the one marked K. is a note given by said Lytle & Kane to John Pennington and by him assigned to John Hildner, and by him assigned to David C. Kane.

There several notes I have allowed as charges in favor of Jas. L. Shumaker as Agent of H. D. Kane against the estate of Jas. T. Lytle, and I have also allowed something in account of said two receipts marked S. & P., but as to which, I shall submit some further remarks in explanation thereof. The claims allowed Kane's estate against Lytle's estate are set out on the first two pages of said paper (p. 1 & 2) and as there contained amount in the aggregate to \$7,504.43 Nov. 1st 1878, all of said exhibits are filed & enclosed in the affidavit of Jas. L. Shumaker made with reference to said several claims.

I now invite your attention to the subject matter of said ^{two} receipts. On the 19th of Feb. 1859, Henry S. Kane held three notes for John F. Kane, one of which was for \$27.15, one for \$15.00, and a third for \$5.00, which were then

to Mr. Lloyd, and he gave Mr. Crane a receipt to the effect, showing the fact that they had been delivered to him, that they had been assigned to him by Mr. Crane, and that he, Lloyd, was to endeavor to retain the amount thereof as his own, to be out of the effects of John May, and when so collected, said Lloyd was to return \$2.50 to the creditor he was to pay over to Mr. Crane, and on the same day Mr. Lloyd gave a receipt to David R. Crane out upon the same conditions as that to Henry R. Crane for a note and John May for \$700.00, this note it seems like the other was assigned to said Lloyd by David R. Crane, and Lloyd by his contract was to endeavor to retain the amount of said note out of the assets belonging to the estate of said May, and if he were not able to do so, he was to return the same to said David R. Crane, and these are substantially the conditions of the two receipts.

At the time these receipts were executed Mr. Lloyd was the owner of John May, and he was Mr. Crane, as I have already stated, that John May's estate would be insolvent, and would be liable to his estate and would be liable to his estate, and he adopted this plan, that is, the debt of Lloyd thought at the time that Mr. Lloyd could be satisfied of May, if they could, their debt to him, and take their obligations, that Lloyd would then be entitled to retain these as all assets of the individual debt that he, Lloyd, was not liable against John May, out of the insolvent's hands belonging to that estate, and when I came to settle the account of Lloyd as owner of John May, he offered this account as the only claimed credit transfer but I declined to allow him credit

therefor but did report them as outstanding debts against
his estate, and said Lytle was allowed to retain in his own
hands all of the assets of said estate which were his, & their
equal distribution thereon which was about 8 per cent of the
amount due upon said several notes, calculated down to
January 1st 1873.

In account of the note assigned by David A. Brown to
Lytle and accepted for by H. Lytle to him, in the distribution
of the assets of said Brown estate, said Lytle was
allowed to retain in his own hands \$48.20; and on
account of the three notes assigned by Brown to him to him
the latter was allowed to retain out of the assets in his own
hands on account of the first note \$17.35, on account of the
second \$10.27, and on account of the third \$4.16, all as of
January 1st 1873. These sums which Lytle retained are
not set on account of the four Brown debts amounted
in the aggregate to \$82.48, and when we deduct the com-
pensation allowed said Lytle for his services in the premises
we leave a balance of \$64.95, and that sum is
now due to him as due to H. A. Brown estate from
the estate of said Lytle, and have entered said claim
in said paper (55) as item (143) with interest thereon
from July 1st 1873; and with the other evidence of debt,
I file a copy of so much of the exhibit filed in my report
in the case in which the matters of said Brown estate are
now on up as show the pro rata share to which each
of said four notes are entitled.

It will be remembered, that in taking an account in
a suit brought in Scott County by Henry A. Morrison

9) against Henry S. Kane, as Administrator of David C. Kane, I charged the estate of Henry S. Kane with the \$48.20 which by the terms of Mr. Lyde's contract he ought to have paid to David C. Kane for account of letters written against Kane's estate, and having done so, that debt now becomes due to H. S. Kane's estate, and I have accordingly allowed it along with other claims of H. S. Kane against said Lyde. In charging the estate of H. S. Kane with said \$48.20 I find that I did injustice to the estate of Mr. Kane, because I charged the full amount thereof, when according to the contract between said Lyde & Kane the former was to retain \$5.00 for his trouble, while in the adjustment of this matter in this suit I have allowed said \$48.20 - subject to a credit of \$5.00, and while I thus did injustice to Mr. Kane's estate to the extent of \$5.00 I have in this suit allowed him two claims against Lyde's estate, one for a note executed by Lyde to David C. Kane & the other a note executed by Lyde to John Pennington and assigned to David C. Kane amounting in the aggregate to \$244.47 calculated down to May 1st 1875. These two notes, so far as anything appears from them were due to David C. Kane at the time of his death, and had I that case in Court now before me I should be disposed to charge said two notes to the estate of said H. S. Kane as David C. Kane's debt, but at the time I had that case before me I knew nothing of these notes, or at least I had no sufficient evidence before me upon which to base such a charge at the time, and I only advert to these things here that the parties interested may through this

channel get some information with reference to their rights.

I shall now pass from claims allowed Col. Shumaker as the administrator of Dr. Lloyd's estate against Lloyd's estate to the consideration of the other claims referred to in said statement. (78) The claim marked (B) is for a note or bond executed by Dr. Lloyd to David Shulline for \$178.82 - subject to two credits, leaving a balance due thereon when calculated to May 1st 1878 of \$97.67. There is no affidavit of the said Shulline or any one else with reference to this, and I do ^{not} deem it necessary that there should be one, for the following reasons: for two or three years prior to his death, Dr. Lloyd was scarcely competent to transact business and knowing that fact, he turned over his business principally to Dr. Allen, and entrusted him with the management and conduct thereof. The note now under consideration was executed by Dr. Allen as the agent of Dr. Lloyd to said Shulline, and one of the payments thereon was made by Dr. Allen for Dr. Lloyd in his lifetime, and the other was made by J. P. Brown, as his agent, since his death, and Dr. Allen and Brown therefore know all about it, and do not claim that said note is entitled to any other or further credits.

The claim marked (C) is the balance of an account of \$45.87 due Sholbourne & Brown from the estate of Dr. Lloyd. This account, as originally made out, amounted to about \$117.88, but during the period while said account was running or being contracted it was paid thereon the sum of \$34.55, and since the death of said Lloyd, J. P.

Cramer, as one of Lloyd's heirs, has paid \$50.00 thereon, leaving a balance, as before stated. This account is not as well proved as might be desired, but it seems to be conceded by the parties interested that the claim is just, and that Lloyd one of the heirs of Dr. Lloyd swears that it is correct and just, and that it is unpaid.

The claim marked (S), is a note executed by Dr. Lloyd to Eben Bailey on the 22nd day of Sept. 1871, due one day after date, and upon it there is now due \$47.21, and with said note may be seen the affidavit of Mr Bailey, which is full and satisfactory.

About the year 1858, Dr. Lloyd bought of John M. Russell a tract of land lying on Elk Knob and a conveyance was made by him therefor, but in this conveyance the wife of said Russell did not join. It is said that said John M. Russell died during the year 1863; about the 14th of Sept. 1874, his widow, Margaret E. Russell filed her Bill in your Honor's Court, ^{vs Dr. Lloyd} claiming Dower in said land, by a decree entered in that cause some years or two ago, it was determined that she was entitled to Dower, but on the application of the Dr. he was ^{not} required to ^{assign} her Dower in kind but to pay her interest or damages during her life, in lieu of Dower in kind, and I was appointed a Commissioner to ascertain the yearly value of such Dower.

In that case I have recently made my report upon the grounds therein stated in which I fixed the value of her Dower at \$12.00 per year. She having brought her suit on the 14th of Sept. 1874, I take that to be the time from which she is entitled to receive damages

during her life at the rate of \$12.50 per year, and if my report shall be confirmed, it follows that on the 14th of Sept. next, there will be due her, of principal money, the sum of \$48.22. But, as the sum of \$12.50 ought to have been paid to her at the end of ^{each} year, it occurs to me that she ought to be allowed interest on each \$12.50 from the end of each current year till paid, and with ^{this} view, I prepared a statement showing that there will be due said widow on the 14th of Sept. 1878, the sum of \$52.32, and a copy of that paper I now file as exhibit (I) among the evidence of debt in this cause, and allow said widow a charge against this estate as item (I) for that sum. The costs, however, in that suit seem to Sept. next will amount to \$7.56 and I suppose Dr. Sept's estate would be liable therefor, but by the decree under which that report was made, Mr. Miller, the counsel for said widow released the attorney's taxable fee in the case, and this being done only leaves \$14.46 the residue of said costs to be accounted for & I accordingly charge them to this estate, and this added to said \$52.32 makes the sum of \$66.78 on account of said suit for Dower.

It is possible, however, that Dr. Sept's estate would only be liable for interest or damages in lieu of Dower from the bringing of the suit until his death, which was about two years, and the widow and heirs would be liable therefor after his death. But, without deciding that question, I have made this a charge against the estate, because I did not think it would make

13) any difference to the parties interested whether the same be paid by the estate, or by the widow & heirs, or partly by the one, and partly by the other.

The claim marked (U) is the balance of a lot of Free Bills of \$10.82 due J. W. Orr as Clerk from the estate of said Loyd after deducting credit of \$18.50 paid thereon by E. P. Barnes, and with said Free-Bills is filed the affidavit of Mr. Orr, marked (U).

The claim marked (V) is a Judgt. March 1876 in favor of L. R. Pendleton against Jas. T. Loyd for \$308.73, with interest from February 11th 1873 and costs and this judgment, when calculated down to May 1st 1878 amounts to \$412.68. A copy of the said judgment is filed with the other evidences of debt marked (V), at the foot of which may be seen the affidavit of said L. R. Pendleton, which seems to be full and complete. This affidavit declares the fact, and it is also known to me personally, that sometime ago, said L. R. Pendleton assigned to Mr. Patrick Hagan \$212.50 of said judgment, as will be seen, I have allowed the whole against said Loyd's estate, in the name of said L. R. Pendleton, and where the same shall have been paid she and Mr. Hagan will have to adjust the matter between themselves. This judgment having been rendered during the lifetime of D. Loyd, it operates as a lien upon his real estate, & so also the claim hereof as referred to, of Mrs. & said E. P. Barnes in the foregoing estate matter and in point of time the latter have priority over

the former, but as the estate is entirely solvent, it is hardly necessary to refer to this matter of him in detail.

On the 11th day of May 1854, Dr. Lloyd executed his note to Comally J. Trigg & Jos. J. Campbell for \$25.00, for their fee in the action brought by Henry Barker v. John S. Lloyd for land; the note further provides that if the said Campbell or either of them should attend the survey, then said Lloyd was to pay them what might be reasonable, in addition to said \$25.00. There is no evidence tending to show that either of them did attend the survey, hence \$25.00 is ^{not} ~~not~~ ^{that} could be reasonably claimed, with its accruing interest, and upon this note there are two credits, the 1st for \$10.00 paid January 23rd 1856, and the other for \$2.00 paid July 15th 1858, and on this note a bill has been filed by Comally J. Trigg as the surviving partner of said Dr. Lloyd firm against the estate & heirs of said Lloyd, and the note here referred to may be seen among the papers of said case, with which it is filed, as exhibit (4) therein. On this note, there is a balance due, when calculated down to May 1st 1878, of \$38.98, and this note or rather the balance I have allowed as item (20) in said statement of outstanding debts marked (H). So far as this claim is concerned, there is no affidavit and I did not know to whom to apply to get such affidavit, the heirs of Dr. Lloyd seem to know nothing about this claim and of course do not know whether or not it is entitled to any other or further credits. The bill filed in this case by Trigg is not an-

sworn or denied, and I did not know what else to do than allow it.

About the year 1861 or 1862, Dr. Lloyd became the executor of Noah Daugherty's will, and he continued to act as such until the time of his death. During the latter part of the year 1875, I, as a Commissioner, stated and adjusted his account as such but in a suit brought by the heirs of said Noah Daugherty for the purpose, and by the settlement of his account, I ascertained and determined that there was due from him as such ex. upon a final settlement to Sarah Daugherty, who had brought out the interest of all the other heirs, the sum of \$44.36 as of Sept. 20th 1875 and, of course, that sum ought to bear interest from that date. For reasons unknown to me no action has been taken upon my report in said cause from that time to the present. It cannot, therefore, as yet, be strictly regarded as a debt, but as I believe my report in that cause to be correct, I am disposed in this cause to treat said \$44.36 as an outstanding debt against Lloyd's estate, with interest thereon from said Sept. 20-1875 and the heirs of Lloyd have been disposed to regard it as a debt for, since the filing of said report, they have paid to Sarah Daugherty thereon the sum of \$44.40, but when calculated down to May 1st 1878, there was a balance due thereon of \$23.58, and that sum I've allowed Sarah Daugherty against Dr. Lloyd's estate as item marked (B).

In the suit, just referred to, of Daugherty's heirs vs. D. Loyd as such Executor, costs have been incurred amounting, perhaps, to some, \$50.00 or \$75.00, but as no decree has been entered therein settling the question of costs, I can make no disposition thereof in this suit. If Loyd's estate should be decreed to pay those costs, then the amount thereof would constitute a further charge against the estate, but if Daugherty should be decreed to pay the costs, then said \$23.38 will be all that Loyd's estate will be required to pay, as far as that suit is concerned.

About the year 1868 or 1869, D. Loyd, as the Agent of John Wray obtained a judgment against John Purpus, late Sheriff of Lee County, and a number of other persons his securities amounting that number Alex. A. Stout, J. P. Zinn, Marvin D. Richmond, and Isaac T. Birch for about \$144.32 with interest and costs. His judgment, as a matter of course, operated as a lien upon the land of all the defendants against whom the judgment was rendered. Some years thereafter, bills were filed by one or more persons against said Stout to enforce sundry liens against his real estate, and it having been suggested during the progress of those suits that there were many other judgment liens against said Stout land, I was appointed a Commissioner and directed to take an account of said judgments, their order of priority &c. In performing that duty, I reported one fourth part of said judgment, amounting to \$22.22

17) as a lien against said Stoughton land. This estimate was made as of the 15th of February 1872, all of said Stoughton lands were sold under decree in those suits, and out of the proceeds arising therefrom, said \$52.22 with its accruing interest from Feb'y 17th 1872 was paid to Dr. Lloyd by Judge Lane, the Commissioner who sold said lands, and in my report in those cases, I suggested that said original judgment should be credited on the Execution Book in the Clerk's Office, with said \$52.22 then reported by me against Stoughton land as of Feb'y 17th 1872, but this was not done, and a year or two thereafter, said Lloyd sued out of the Clerk's Office an Execution against the defendants in the original judgment for the full amount thereof, principal, interest, and costs, and this original judgment was then proceeded on, until Messrs D. B. B. and A. D. Jones, and Isaac E. Bishop paid to Dr. Lloyd the full amount thereof. Now, it is thus seen that Dr. Lloyd having received from Judge Lane \$52.22 on account of said judgment, and then subsequently having collected the full amount of said judgment from the other three parties, it follows, that he has twice collected the said sum of \$52.22, or in other words he has collected said \$52.22 from said three parties under his execution, when in fact, it ought to have been entered as a credit on the execution, as of Feb'y 17th 1872 and having done so — no doubt inadvertently or unintentionally — still he ought or his estate ought

to be required to report to said trustees said
\$52.2, and I accordingly allow said Marion S. Rich-
mond, A. D. Zion, and Isaac T. Bishop a claim for
that sum against his estate, with interest from Feb'y
19th 1872, and when calculated down to May 1st
1878 amounts to \$71.34, and this is the last item en-
tered in said statement (H) and is marked (G) in
the margin therein.

I have now passed upon all the claims that
have been produced before me, and they amount in
the aggregate to \$1548.36 to May 1st 1878.

There are some other claims against said Lloyd's
estate, but I shall not now report them as such for
reasons which I shall hereafter state.

In the suit brought and determined for the wind-
ing up of said Arey's estate, before referred to, there
were many claims against Arey's estate, and those
persons holding such were entitled to their distribu-
tive share of the assets of said estate, and D. Lloyd
was directed to pay each creditor according to the
sum reported by me as due each, and while I am
satisfied that he has paid off and discharged much
the larger part of those claims, still I feel confident
in my own mind, that some of them have not been
paid, but the amount of the claims not so paid
or to whom due I do not know, and hence I can-
not report them as debts now owing by the estate.

And if there are any other debts not so paid,

I know of no other course to pursue than for such as have not been paid to come into this suit, show that fact, and have the same adjudicated in this suit.

Since stating the administration account of D. Allen and Mr. Barnes in this suit, the latter informs me, that he collected and received from Bow Milburne a debt due his intestate, amounting to \$24.30, and which I had not charged to the Admins in the adjustment of their account, I therefore add that sum at the foot thereof, and by doing so, it makes the assets in their hands amount to \$659.31, instead of \$635.01, as before stated. Now, said sum of \$659.31 being the certain available assets, and the outstanding debts against said estate as now passed upon amounting as they do to \$1548.36 as before stated, it follows, as a mathematical consequence, that the assets shown to be in the hands of the admins will fall short of paying the indebtedness against the estate, the sum of \$889.05. But, if the admins could succeed in collecting the assets due the estate as shown by exhibit (A F) with this report, then they would have the further sum of \$716.65, as before stated. Now suppose we allow them a commission of 8 per cent thereon, and deduct that sum from said \$716.65, it would leave the sum of \$659.32 of the assets due said estate not

yet collected, to be applied to the payment of out-
standing debts, and was that sum so applied,
it would only leave \$229.73 to be raised by a
sale of real estate, or a renting thereof.

Now, it is somewhat uncertain as to the amount
which will ultimately be realized upon these un-
collected assets, still I would think that at least
one half thereof will be realized, and if the se-
quel proves that I am correct in this supposition,
then it will only leave five or six hundred dol-
lars to be raised by a sale of real estate or a
renting thereof, in order to cancel all claims against
the estate herein reported.

Dr. Loyd, at the time of his death was the owner of a
valuable tract of land lying in the neighborhood of
Rocky Station, but the quantity of land I do not know
certainly, I think that he had perhaps owned about
100 acres, and probably 100 acres thereof cleared and pre-
pared for cultivation, the widow has not had down assign-
ed her interest. I cannot say what the lands outside of the
down would be reasonably worth in annual rental value
I would think, however, that they ought to bring at least
\$100.00 per year, and if this estimate is correct, then I
think the rents of the lands for five years, the funds now
in the adms's hands and such of the assets due the
estate, as yet collected, as may be ultimately realized
will, in all, probably pay the debts now reported against
said estate.

21) During the progress of this account, H. J. Trent produced an account before me against D. Loyd's estate, amounting to \$40.99, for shoe and boot-making, credited by \$25.32, leaving a balance of \$15.67. The admors and heirs, concede the fact, that there was a small balance due said Trent upon this account, but not to the full extent claimed. Since the death of said Loyd, the admors have paid thereon, the sum of \$10.⁰⁰, which they think is as much, or perhaps more than was actually due thereon, and said account not being as completely proved as might be desired, I have concluded not to allow any thing further thereon, and the said account is herewith filed, marked (A. A.).

Some five or six years ago, W. Loyd and W. Allen executed their joint note, with myself as their security, to Wright Stickley for something more than \$1300.⁰⁰, the precise amount I do not recollect; this note or bond was given for the balance due upon a deed of trust executed by Henry Barker, in his lifetime, to Vastine Stickley, and was executed to rid the Barker land of that incumbrance. At the time of the execution of this note, W. Allen paid \$140.⁰⁰ thereon as well as I now remember, leaving still due thereon at the time about \$1200.⁰⁰.

On the 17th day of May 18th 41, W. Loyd executed to me his note or bond for \$1283.45, with 8 percent interest thereon from that day till paid.

Some time after the execution of these two notes, W. Loyd sold to W. Allen the said Barker farm, and by the

terms of that contract, Dr. Allen was to pay, as a part of the purchase price for said land, the said note or bond to Stickley, the debt due to me, and another debt due by Dr. Loyd to Martin Drake of about \$1200.⁰⁰ and then the residue of the purchase price, after deducting what was then due by the said Loyd to said Allen was to be paid by said Allen to said Loyd, at such time as said Allen might be able to do so. The debt due Martin Drake by Dr. Loyd, I understand, has been settled by Dr. Allen, and from the time said note was executed to Stickley, Dr. Allen has --- paid the interest thereon regularly down to the present time, and within the last year or two has ^{paid} ~~from~~ thereon of principal money some \$700.⁰⁰ or \$800.⁰⁰, leaving a balance still due upon said note, of some \$400.⁰⁰ or \$500.⁰⁰, for which, to say the least, Dr. Loyd's estate would be ultimately bound for one half thereof.

After the sale of Dr. Loyd to Dr. Allen, as before stated, the latter, on the 11th day of Oct: 1875 executed to me a written instrument by which he bound himself jointly with the said Loyd to pay to me the said sum of \$1283.45, with interest thereon according to the face of the original note, and a copy of said note and of said original obligation is herewith filed, marked (A).

And since the execution of the latter, Dr. Allen has paid me thereon \$450.⁰⁰, but it still leaves at the date of the last payment about \$1250.⁰⁰.

I am sure that it is the intention of Dr. Allen to pay the balance of these two debts, and I have no doubt

he will succeed in doing so, if no misfortune should overtake him, but human life is uncertain, and no ^{one} can tell how some misfortunes may fall upon any of us. And hence, so far as these notes are concerned, I do not desire to loose any rights which the parties may now have of looking to Loyd's estate for payment thereof, and for this reason I here advert to these matters in detail.

Mr Stickley, I think, is looking to Dr. Allen for the payment of the ballance due upon his note, and as far as I am concerned, I am disposed to give Dr. Allen all the indulgence I can, in order to enable him to meet the debt; and, should he succeed in doing so, to relieve Dr. Loyd's estate from the payment thereof, but until the same is paid I do not release any right I may have to enforce payment out of Dr. Loyd's estate.

On a final settlement of the matters between Dr. Loyd's estate and Dr. Allen, with reference to the purchase price of the Parker land, I have no doubt that Dr. Allen will be owing Dr. Loyd's estate something on account thereof, but how much it may be, I have no means of now ascertaining, and besides, I do not think it was the intention of Dr. Loyd to call upon Dr. Allen for anything until the debts ^{assumed by} Dr. Allen for Dr. Loyd, ^{shall} have been fully discharged, and as yet such has not been done.

I have now adverted to all matters connected with the estate, so far as I know, and no one

Henry S. Karze's admr
vs. } Coman's Refute.

James T. Loyds admr & al
Filed Aug. 14th 1878.
James W. Orr Clk.
1878 Aug Decree & costs

Coman's expenses fee of \$27.00

has required any special statement at my hands
all of which is respectfully submitted.
Henry S. Morgan Comr.

Appraise Bill

Oct 26th 1876

We Isaac Burk C. V. Young
and G. C. Duff appointed to appraise
the property of J. T. Loyds Est.
proceeded to appraise the following
property to wit,

1 bay mule	\$ 70.00
1 " two year old calf,	70.00
1 " one " " "	50.00
1 Bone " " " "	40.00
2 Saddle four " " Horses	170.00
30 head of Sheep at 2 ⁰⁰ each	60.00
3 " Two year old heifers	50.00
12 " Yearlings	120.00
1 white milch cow	20.00
one yoke of Oxen	50.00
1/2 of wheat for mill	14.00
1 straw knife & Box	3.00
3 hay stacks at 8 ⁰⁰	24.00
2 turning plows	5.00
1 Corn sheller	15.00
	<hr/> 751.00

1 mowing machine	\$ 50.00
1 old waggon	8.00
1 set Black Smith Tools	15.00
1 grind stone crank	.40
1 mallet	.50
3 Cythus & cradles	7.00
2 Cythus	.75
a lot of planes	2.00
1 bench screw	.25
2 double trees	1.50
1 hand saw & drawing knife	.75
1 + cut saw	3.00
1 broad ax	2.00
2 augers	1.25
1 brace	.50
1 drawing knife & rule	.25
2 axes	.50
1 syke blade	1.25
1 monkey wrench	.75
1 mowing syke	.25
1 saddle	3.00
1 gun & Sabres	2.00
	<u>77.10</u>

1 rifle gun	10.00
2 Saddles	.75
1/2 Cairn mill	8.00
14 bu hives at 2¢	28.00
Wimbergers	
bus wheat at 80¢ per bus	
1 sound horse	125.00
1 bay "	75.00
1 yoke oxen	65.00
1 ox wagon	75.00
1 pistol & belt	4.00
	<u>390.75</u>
	99.10
	751.00
	<u>1240.85</u>

Oct 27. 1876

J. C. Luff
 C. V. Sperry
 Isaac J. Luff

P. H. Allen
 J. P. Luff

Virginia Lee Company cannot check off as the 5th day of
 Nov. 1877. The foregoing Appraisement Bill of the personal
 property of James V. Lloyd decd. was this filed in the office
 and admitted to record. Secte. P W Pm J. R. H.

124085
 117811
 6574

Ja. V. Lloyd decd.
 Appraisement bill

Recorded in the
 Book No. 3 Page 494
 R. H. Orr. J. R. H.

(A. 16)

Nov 5th 1877.

Sale Bill of J. J. Loyd's Est.

October 27th 1876 on tenth
Months Credit

1 hand Saw & draw knife	A. C. Loyd	.50
1 7 cut Saw	H. Baity	2.50
1 brace	" "	.80
1 Two in anger	A. J. Wilson	.75-
1 five yard anger	J. Loyd	1.5-
1 rule	Cass	Paid 5-
1 broad ax	J. W. Barker	Paid 2.25-
1 monkey wrench	J. Loyd	.35-
1 sythe	" "	.75-
1 mowing sythe	D. Banner	20
1 pistol	P. H. Allen	2.00
1 gun & saber	J. P. David	.30
1 Rifle gun	J. Loyd	12.00
1 saddle	" "	2.00
1 sythe & cradle	J. L. Duff	Paid 2.00
1 " " "	J. Loyd	1.00
1 " " "	D. Banner	.55-
1 double tree	J. L. Duff	Paid .50
1 bench screw	J. Loyd	.15-
2 Saddles	P. H. Allen	1.25-
2 Sythes	J. Loyd	.40
		<u>30.75-</u>

2 plowes	J Baxter	90
1 set Tung & groove	" "	90
1 jointer	" "	45
1 mattock	R D Young Paid C	65
1 grindstone crank	D Banner	45
3 turning plows	J Loyd	250
1 ox	J Burke Paid C	25
1 mowing machine	P H Allen	30.00
1 milk cow	John S Hall	16.50
1 sided hip	Wm Sullivan	18.25
1 rove	D Banner	22.20
1 red	J Crabtree	15.50
1 speckled	Jo Williams	7.80
1 "	J F Poter	8.55
1 pair calves	A R Surgnor	33.25
5 steers	Alex Loyd	70.00
1 calf	D Banner	3.60
1 sided steer	Alex Loyd	10.75
1 ox wagon	J Baxter	68.00
1 yoke oxen	Isak Burk	70.00
1 bay horse	Thor Burk	57.50
1 sorrel	J Baxter	117.50
1 "	Davenport	45.25
		592.5

1 sorrel horse	A. B. Baxter	93.50
1 mule	A J Little	65.50
1 bay colt	A R Surgnor	67.00
1 "	Jas. Mungham	54.10
1 rove	J Fleet	29.80
1/2 wheat fan	A. F. Wilson	1.00
5 head sheep	H H Brashier	12.50
5 "	all Drake	9.25
7 "	J A Hubbard	11.25
15 bus wheat at 91c	A. B. Loyd	13.65
15 " " " 92c	" " "	13.80
" " " 97c	" " "	
1 bee stand	H Bungardner	2.35
1 " "	" "	1.00
1 " "	Sanders	1.05
1 " "	H Bungardner	25
1 hay stack	J Crabtree	10.75
1 " "	A J Little	5.00
1 " "	" " "	3.00
1 Red hip	Mr Loyd	16.66
1 set Black single Tools	" "	15.00
1 yoke oxen	" "	50.00
1 ox wagon	" "	8.00
		484.61

Commissioner's Office, Jonesville 8th April 15 1878.
Trigg & Campbell, Plffs vs Jas. T. Loyd's Admrs, Wfs. In Chy.
Henry S. Kane's Admr Plff vs. Same Wfs. In Chy.

Notice is hereby ^{given} the parties, and all others interest-
ed, that, at my office in Jonesville, on the 29th day
of April 1878, I will proceed to discharge the sever-
al duties required of me by a Decree entered in the
above styled causes, on the 2nd day of April 1878, at the
time & place aforesaid; the Admrs of said Loyd, and
all claiming to be creditors are required to appear, with
all necessary papers, and evidence to shew their demands
1st. Will state, settle, and adjust the account of J. P.
Carnes, and Dr. P. H. Allen, as Admrs of the estate of
said Loyd, and thereby ascertain the assets in their
hands, which may be applied to the payment of
outstanding debts;

2ndly. Will hear proof of, and report the debts due
and owing by the Estate of said Loyd & the aggregate
amount ^{thereof}; and

3rdly. If necessary, will ascertain the lands owned
by Intestate, at the time of his death, and the annual
Rental value thereof, exclusive of the widow's Dower.

Henry J. Morgan, Comr.

H. S. Lucas adm. tal

23, Notice April 19/78

Allen & Co. v. Lucas

The 17th of April 1878 I sent
a copy of the within to the
Justice at Stockbridge
W. J. W. W. W.

Executed by delivering
copy to J. Allen & Co. v. Lucas
and issuing a copy to several
other persons and a
copy to the Court
April 18, 1878

W. J. W. W. W.
W. J. W. W. W.

(AB)

D. J. H. Allen & Thos. P. Barnes adms of Jas. Lloyd decd.

1877

To the sum & creditors of said estate

Dr

Nov. 1.

To Bal. bill Oct 27 1876 due Oct 27 1877.

1275 11

" This sum received on Sam. Edsall's receipt

24 40

Total Debits Nov. 1st 1877.

1199 51

By 8 per cent Commission thereon

96 96

1 By this sum paid J. W. Orr

2 50

2 By this sum paid Isaac Daugherty

24 40

3 " " " " J. C. Scott & D. Shuff

184 52

4 " " " " Duff Buck & Young

3 00

5 " " " " J. M. & C. F. Buck

3 64

6 " " " " John Persons

3 00

7 " " " " Jas. A. McHenry

7 45

By this sum paid in adms hands to Square

874 04 1199 51

1878

2

May 1

To this sum in adms hand last credited above

874 04

Interest on same 6 mos. to May 1/78

25 22

Total Debits for the half year May 1/78.

899 26

By 8 per cent Com on said interest

2 01

8 By this sum paid Taxes on Smithtown

2 65

9 " " " " H. J. Trench

10 00

10 " " " " Edmund Hurst

30 00

11 " " " " A. Baumgardner adms.

13 67

12 " " " " A. J. Sitten

57 12

13 " " " " Geo. P. David

10 30

14 " " " " David Sullens

100 00

15 " " " " J. W. Orr

18 50

By this sum in adms hands to Square

635 01 899 26

1878 May 1

Bal in adms hands May 1. 1878.

635 01

To this sum recd by T. P. Barnes from Boon Milburne

24 30

659 31

P.H. Allen & Thos P. Loe
agents of James S. Lloyd
Statement of their
accounts as such

\$635.01 May 1 - 1878
24 30

659.31

(16)

Statement of debts due the estate of James T. Sayd decd, and which are not charged to his administrators for the reason that it is not certain what sum if any in money may be realized thereon. but is made to show the probable personal assets of said estate.

- 1 Judgment of Jas. T. Sayd. Exr. & Co. vs. John Melbourne with interest from Sept 20/62 for 145.85
Bal of Ints to May 1-1878 after credit off ¹⁸⁶⁸ 5.30 ~~1868~~ 37 55
Add for costs of bringing suit &c. 6 11 89 57
 - 2 Note by H. G. Hopkins pro. O. Hopkins Dend. W. Oaks & Jas. A. Hopkins to Jas. T. Sayd April the 30th 1872 due March the 1st 1873 for \$33.33³³ Subject to a credit of \$235.00 paid Aug. 31st 1874 & \$70.00 paid Oct 18th 1875. Balance due last date this sum. 59 13
Interest on same to May 1-1878. 9 00 68 13
 - 3 Note by Same to Same April 30th 1872 due March 1 1874 for \$33.33 Subject to a credit of \$288.58 paid Oct 27th 1876
Balance due at last date this sum 105 28
Interest on same to May 1st 1878 9 47 114 75
 - 4 Note by Same to Same April 30th 1872 due March 1st 1875 for this sum 373 33
Interest on same to May 1st 1878 70 43 444 26
- These claims not charged to Adms. amount to \$ 716 65
Amount in adms funds not yet disbursed. 635 01
Total assets if these claims should be realized. 1351 66

Statement of debts
due Sayles estate not
charged to Adams

\$716.65 to May 1-1878.

A. H.

The Estate of James T. Lloyd deceased
To Sundry persons its Creditors

Dr

B. For note to H. S. Kane Feb. 9th 1858 due at 1 day 10 00.
Interest on Same to May 1st 1878 12 13

C. For Note by said Lloyd to H. S. Kane May 11/58
due at one day for . . . 25 00
Interest on Same to May 1st 1878 29 75

D. For Note by same to H. S. Kane May the 18th
1859 & due at one day for 20 00
Interest on Same to May 1st 1878 22 72

E. For note by same to H. S. Kane May the 18th
1859 due 12 months from date for 60 00
Interest on Same to May 1st 1878 64 62

F. For note by same as adm. off W. Pennington to
H. S. Kane March 16 1859 due at one day 25 00
Interest on Same to May 1st 1878 28 68

G. For note by same as such adm. to H. S. Kane
May the 18th 1859 due at one day for 20 00
Interest on Same to May the 1st 1878 22 72

H. For note by same as such adm. to H. S. Kane
May the 18th 1859 due at one day for 10 00
Interest on Same to May the 1st 1878 11 32
Carried Forward . . . 3619 4

Aggregate Brought Forward. 361 94

I. For note by said Lloyd to H. S. Kane Oct 1st
1857. due at one day for 5 00
Interest on Same to May 1 1878. 6 16

J. For note by Lloyd as adm^t of John Aray to D. R.
Kane Oct 9 1860. due at one day now.
due H. S. Kane's estate for 22 50
Interest on Same to May 1 1878 23 63

M. For this Sum which was decreed to be
paid by Jas T. Lloyd as adm^t of John Aray
debt to H. S. Kane on account of the
notes mentioned in the receipts marked
as exhibit (M) with Poff's bill, and for
receipt marked (P) with Poff's bill after
deducting the compensation therein pro-
vided for, with Interest from Jan 1 1873 69 98
Interest on Same to May 1 1878 22 38

N. For note by Jas T. Lloyd & Reuben Steel April 1st
1859 due Jan 1 1860 ^{with int. from date} to Geo Pennington and
by him assigned to David R. Kane and now
due the estate of H. S. Kane or his adm^t. 92 66
Interest on Same to May 1 1878 105 68

O. For note by Lloyd as adm^t of the Trustees of the
1860 due at one day to D. R. Kane and his adm^t 10 00
Interest on Same to May 1 1878. 10 50
Carried forward. . . . \$ 730.43

	Aggregate claims due Kansasst Forward.	730	43
2	For note by Lloyd to David Sullivan June the 4th 1874 at one day for \$178.82 Subject to a credit of \$20.00 paid April 1875 and \$100.00 paid Feb. 11th 1878 bal due last date	96	27
	Interest on Same to May 1 1878	1	40 97 67
R	For balance of account owing by said Lloyd to Shelburne & Hunt with int from Jan 1/78	44	98
	Interest on Same to May 1 1878	89	45 87
S	For note by said Lloyd to Carr & Bailey Sept 22nd 1871 due at one day for	33	81
	Interest on Same to May 1st 1878	13	10 47 21
T	For this sum ascertained to be due May 1st E. Russell for value of driver from Jan 1st Lloyd due to Sept 11th 1877	52	32
	Interest on Same to May 1 1878	1	80
	Add for costs exclusive of attorneys fee.	14	116 66 78
U	For balance of fee bills owing by said Lloyd to J. W. Orr after credits due May 1 1878	13	82 13 82
V	For judgment March 1876 by L. K. Pennington vs Jas I. Lloyd with Interest from Feb. 11/73	308	93
	Interest on Same to May 1st 1878	96	75
	Add for costs of suit at law	7	00 412 68
	Aggregate Debts carried forward.	141	26

Aggregate Debits Brought Forward. 1444 46

W For balance of a note of \$25.00 May 11 1854 by
 Dr Sayd to Trigg & Campbell due at one
 day and due to F. Trigg as Successor partner
 of that firm Subject to credits of \$10.00 paid
 Jan 30 1856 & \$2.00 paid Jan 1888 leaving
 a balance due at last date of 17 60
 Interest to May 1 1878. 21 38 38 98

X For balance due in general settlement
 to Isaac Daugherty from James T.
 Sayd as Executor of Isaac Daugherty
 decd p 114. 36. With interest from
 Sep 20th 1875. Subject to a credit of \$24.40
 paid Jan 1 1876. Bal due last date 20 69
 Interest on same to May 1 1878 2 89 23 58

Y For this sum improperly collected from
 A. D. Garrison M. D. Richmond and Isaac
 Bishop by James T. Sayd & which he
 ought to refund to them with interest from
 February the 29th 1872 32 00
 Interest on same to May 1 1878 19 34 71 34

Total Debits May the 1st 1878 1548 36

Sundry Creditors
vs { Statement of debts
James T. Lopez & Co

(A.G.)

9)
In Loid's credits

To got from him 40 pounds of lacon in 1871 July the 1	4.00
October to 7, to 11 th of leaf	33
ditto to 17 th of leaf and 7 per lb lacon	51
leaf 3 ct per pound	79
got from Mr Loid 39 pounds	10
of clacorn in April 1872 at 5 per pound	192
ditto to 62 pounds of at the price	496
of April 24 1872	100
in June 1874 to basket of wheat 1 dollar	
to lacon lacon 15 pounds at 10 per pound	150
to boiling by Loney in February 24 1875	
one day at 2 dollars	200
to boiling February 24 one day 2 dollars	200
I got 2 bushels of wheat in 1875	200
got 4 pounds of wool at 40 ct per pound	1.60

2532

September 25 1875

to finding fiverts an making bot 3 50
to making 1 pair of bot cor 2 50
to making 1 pair of bot cor 2 50

		8 50
		3 249
Credits	\$ 25.32	\$ 40.99
		25 32
Balance due		\$ 15.67

Virginia Lu county Court

This day ~~James~~ J. Trent personally came before me G. L. Duff a justice for said county and made oath that the above acct ^{of James J. Lloyd's estate} of \$40.99 is just and the credits to the ^{amount} of \$25.32 leaving a balance unpaid of \$15.67 which is just and unpaid given under my hand this 18th day of September 1877 G. L. Duff J. P.

Virginia Lu county Court

This Day John D. Umbarger personally appeared before me Henry Baumgardner a Justice in and for said county and made oath that he believed the within account to be just and true and that he knew of about \$30.00 ~~and~~ as upwards and he also said that he knew Mr. Trent doing work for Mr. Lloyd during the period of this account given under my hand this 3^d Day of October 1877 Henry Baumgardner J. P.

Dr J. Lewis account of shoe making
 Sept^r 1871 an in x toler 1871

To mending shoes 47
 To making 1 pair of shoes - . . 75
 To making 1 pair of fine shoes . . 125
 To making 1 pair of fine shoes . . 125
 To making 1 pair of cow shoes . . 75
 To making 1 pair of cow shoes . . 75
 To making 1 pair of cow shoes . . 75
 To making 1 pair of stick spur shoes 7 1/2
 To making 5 pair of boots . . . 100 0
 To mending shoes 10

May 1872
 To making 1 pair of cow shoes . . 75
 To making 1 pair of fine shoes . . 125
 To making 1 pair of fine shoes . . 125
 To making 1 pair of fine shoes . . 125
 To mending lin. an. color . . . 15

Black the 1 1875
 To making 1 pair of fine boots 3 00
 A wife 2 1875

To mending shoes April 28 1875 25
 To making 1 pair of shoes in May 1875 . . 75
 To making 1 pair of shoes in May 15 1875 75
 To making 1 pair of shoes May 19 1875 75
 To mending shoes May 21 1875 . . 40
 To making 1 pair of boots fine . . 3 00
 To making 1 pair of shoes May 22 . . 75
 To mending boots June 1 1875 . . 25
 To making 1 pair of shoes June 1875 75
 To mending shoes of August 15 . . 25

2249

Henry J. Lewis
 Sept 1871

His Treasury
Accounts
Dr. Loyds Estate

(A.H.)

1283.45 One day after date I bind myself, heirs &c. to pay
Henry J. Morgan one thousand two hundred and
eighty three dollars and 45 cents with interest thereon
at the rate of 8 per cent per annum till paid for value
received, and I hereby waive the benefit of my home-
stead exemption as to this debt. Witness my hand and
seal this 7th day of May 1874.

(signed) Jas. T. Loyd (Seal)

Whereas James T. Loyd on the 7th day of May 1874
did execute to Henry J. Morgan his bond due one day
after the date thereof for twelve hundred and eighty
three dollars and 45 cents, with interest thereon at
the rate of 8 per cent per annum till paid and
whereas by the terms of a purchase of land made by
me from said Loyd, I undertook and promised said
Loyd to pay said debt to said Morgan, and not
having the money with which to pay and discharge
the same, do by these presents hereby bind myself, my
heirs &c. jointly and severally with said James T. Loyd
to pay said Morgan said sum of money with in-
terest therein provided for, and as to this obligation
I waive the benefit of my homestead exemption.
Witness my hand and seal Oct. 11th 1875.

(signed) P. H. Allen (Seal)

Oct. 27th 1877 Credit on above note for \$300.⁰⁰ Recd given
Nov. 29th 1877 for on the " " for \$100.⁰⁰ " "
April 1878 " " " " " " for \$50.⁰⁰ " "

Henry J. Morgan
as } before of Katoe
for Lloyd & Allen

(A.S.)

Entire indebtedness against Jas J Lloyd Est May 1st 1878 \$167.67
-including costs

Amount found in hands of Adams May 1st 1878 \$657.31
which will pay 40 1/2 per cent. of indebtedness

Am't due H. S. Kane's Est May 1st 1878 \$770.71 1/4 per cent \$312.15

Lo David Sullivan 40 1/2 per cent of \$97.67 39.55-

" Shellenbourn & Hurst 40 1/2 " " " 45.87 18.57

" Leary Bailey 40 1/2 " " " 47.21 19.12

" Margaret O Russell 40 1/2 " " " 66.78 27.05 B

" Jas W Orr 40 1/2 " " " 13.82 5.60 B.

" L. K. Pendleton 40 1/2 " " " 412.68 167.15-

" C. H. Trigg Junior & Co 40 1/2 " " " 78.21 including costs - 31.67 P'd \$16.67
- 1/2 per cent. B over to Bell

" Isaiah Daugherty 40 1/2 " " " 23.58 9.55

" A. D. Igion, M. D. Richmond " " " 71.34 28.91
+ J. L. Bishop 657.31

H. S. Kanes Admrs.

vs. Calculation of debts

vs. J. F. Loyds Admrs.

133,81

One day after date I promise
to pay Carr Bailey thirty three
dollars and eighty one cents for
value received. Witness my
hand and seal this September

22nd. 1871

Attest J. H. Lloyd Secy.

Wm. J. Lloyd
Note \$33.81

I Carr Bailey do Solemnly swear that on
the 22^d day of September 1871, James Lloyd
now deceased, executed the above note to
me for ^{thirty three dollars & 81 cents} ~~thirty three dollars & 81 cents~~
on a debt he owed me for surveying
fees; and I do further swear that the full
amount of said note, with the interest
thereon, is now due and owing to me from the
estate of the said James Lloyd; no part
thereof having been paid me by him in
his lifetime, or by any other person or persons
since his death. So helps me God
Carr Bailey

Sworn to before me this 25 day of April
1878

John B. Pennington J.P.

Carroll Bailey
in State & Affairs.
as J. Lloyd Estate.

S

Virginia, Circuit Court, March term 1876

L. K. Pendleton

Plff

vs.

John T. Lloyd

Def

\$44.00
\$2.50
\$50
\$7.00

Judgment for \$308.93, with interest from February 11th 1873, until paid, & the costs.

Extracts from Record

Teste James W. Orr clerk.

I do solemnly swear that I verily believe that the above judgment is now due and owing by the estate of James T. Lloyd both principal interest and cost, no part thereof having been paid by said Lloyd in his lifetime, or by any one since his death, some time ago I assigned to Mr. Patrick Hagen two hundred and twelve dollars of said judgment, and as to the residue thereof I know it is due me, and as to the sum thus assigned by me to Mr. Hagen I believe that each and every part thereof is still due and owing. So help me God.

L. K. Pendleton

Sworn to before me this

22nd day of May 1878.

Henry J. Morgan Com.

L. C. Donnell

is } copy of fed. & affd.
James T. Lloyd

J

Mr James J. Loyd has this day purchased from me my deeds of trust on the lands of Henry Barker which I have assigned to him and ~~are~~ the purchase of of which he has paid me a premium and if a sale has to be made under the deeds of trust I am to arrange with the trustees their commissions which Mr. Loyd is to get under his purchase but if there is no sale made by the trustees the amount that Mr. Loyd has paid me for the deeds of trust stands and no portion of it is to be refunded by me.

December the 10th 1862,

Henry S. Lane

Virginia Lee county, to wit-

This day A. B. Radmore personally appeared before me the undersigned and made oath that the foregoing is a true copy of an original paper, in the hand writing of Henry S. Lane, and which was at the time of copying the same ~~was~~ before affiant, and the figures on the back of this paper was also on the back of the original when ~~it~~ taken off, and that ^{the} figures were as affiant believes, and writing on the back of the same, with hand writing of Henry S. Lane, that the original was ~~it~~ taken off ~~it~~ with the paper, the case of James J. Loyd vs. Benjamin W. Barker et al. a Chancery Cause now pending in the Circuit

Principal	2546 00
Interest	646 54
Comm. & drawing & recording	168 13
deed of trust & fee of court & sale	1509 00
Principal	352 12
Interest	101 45
Commission drawing &c	200 00
Principal	43 00
Interest	20 55
Commission drawing &c	175 00
Principal	35 73
Interest	18 93
Commission drawing &c	20 00
1860 fee in chy suit of	2 40
Samuel Fields	
Interest	
	5838 85

The above was used for the purpose of
 the same was used for the purpose of
 the same was used for the purpose of
 the same was used for the purpose of

A. S. Kane

To Memorandum

James T. Lloyd

P
C

The estimate of Jas. T. Lind

1871	J. W. Orr Clerk of the Court	\$5
1.	To one for Bill no. four as per of John Orr	688
2.	" " " do. you in kindredly	1665
3.	" " " do. you as Agent of John Orr	410
4.	" " " do. you " Est. of John Orr	171
5.	" " " do. you in kindredly	74
6.	" " " do. your Edward	214
	Total sum due	\$ 3232
	Credit March 1st 1872 to price of new	1850
	Leaving balance due this sum	\$ 1382

Just H. Cro

25 } statement of fees

27 }
Jes T. Lloyd

(U)

James S. Lloyd, Surviving Admin. of John Lloyd.

1871

To the Clerk of Lee Circuit Court

50

May ord court vs B. F. Thompson et als 36.

36

Oct. ord court 36, 1872. May, ord court 36, Oct. ord court 36.

1 08

1873

May ord court 36, Aug. ord court 36, Nov. ord court 36.

1 08

1874

Mar. ord court 36, Aug. ord. court. 36. Nov. ord court. 36.

1 08

1875

Mar. ord court 36, Aug. ord. court. 36, Nov. ord court 36.

1 08

1876

Mar. ord court 36, Aug. ord. court 36, Nov. ord court 36.

1 08

1877

Mar

ord court 36, Aug. ord. court 36, Nov. ord court 36.

5 76

James W. Orr Clerk

1.12

\$ 6.88

5
Jas. S. Lloyd. Secy.
Admrs
\$ 6.88
~~5.76~~

No affects
in the hands
of the Admrs

W Scott & S
for 50 Ely
S. L.

1.

James W. Clark

1872	To - The Clerk of Recircuit Court	Dr
July	Six quarterly continuances at rules vs Benj W Barker & als of	1.50
"	Exa in Chy 20, 10 copies 1.00, recpt. 16, Exa to Deatt Co. 20,	1.50
"	2 copies. 20, recpt. 16, Postage. 06, Aug & Sept two Rules 1.00,	1.44
"	affidavit for Pub. 20, P. 36, Copies. 00, Postage. 06,	1.20
Nov & Dec	Two Rules 1.00, 1873 May order. 36, June Rule. 50,	1.86
1873		
Aug	Ord Cant. 36, Nov Decees 36, Aug Exa duces tecum. 20, copy 10,	1.02
Nov	Filing Sub of G. & L. 15, affidavit. 125,	.40
Aug	recpt. 15, Copying & filing two Ex exhibits 1.30,	1.48
1874		
Nov	Order. 36, 3 crops to Sub. 45, Aug decess 36, Copies. 00,	1.77
Nov	Filing Gatt's report. 15, order. 36, copy. 20,	.71
1875		
Nov	Ord Cant. 36, Aug ord Cant. 36, Nov ord Cant. 36,	1.08
1876		
Nov	Ord Cant. 36, Aug ord Cant. 36, Nov ord Cant. 36,	1.08
1877	Ord Cant. 36, Nov, Ord Cant. 36, Aug do 36, Nov do 36,	1.44
1878	Nov Ord Cant. 36,	1.44
	James W. Clark	16.63

8

Jos. F. Loyal

15.17
1.44
16.63

No affects in
the hands of
the Amrs

M Scott vs
for vs Ely 59
C

2

16.63
6.88
4.20
1.71
38.76

James V. Lloyd Admr of John Arey Decd.

1875-6

To the Clerk of Lee County Court

Dr

July 1st The Commonwealth for you, Scire Facias vs John

" Parsons late Sheriff at xls. 50, Seven copies 1.75, recpt. 18, \$ 2.43

" Filing Scire Facias 15, Dock 14, atto. 10, Judgt. 36, .79

" Laxing costs 20, filing papers 20, Li Fa 40, recpt. 18, .78

James W. Orr. Clerk

^c
Geo. S. Luyk
Schur.

7

425.

No offers
in the hands
of the amvrs

McScott &
for 4 S Eby
Very is the
1877.

No 3.

1875	James Lloyd Executor of Noah Dougherty decd.	
	To the Clerk of Lee County Court	Dr
400	Filing notice on Forthcoming bond vs Ira G. Sprinkle	15-
"	Dock 16, atto. 10, Ord Court. 36, Deak Ord Court. 36,	1.00
1876	Ord Court. 36, Feb Swearing witnesses. 20,	56
Jan'y		\$ 1.71
	James W. Cor. Clerk	

Jas. T. Lloyd Esq

171

No proper
ly found

J. L. Scott
J. S. for
J. S. Ely Esq
&c.

104

1876

Aug

"

James I. Loyd

To the Clerk of Lee County Court

Ent order removing you from office as Executor
of Boyd Dickinson Decd. 36, Copy. 20, rec'd. 18.

James W. Orr. Clerk.

Dr.

74

C
Jas. L. Lloyd

74

No proper
ly found
J. B. Scott
D. B.

No 5-

P. H. Allen & Thos P. Barnes Admrs of James
S. Layd decd.

1876

To the Clerk of Lee County Court Dr.
Oct Entering order appointing you Admrs, bond, oath &c \$1.00

" Order appointing appraisers .36, Copies .60, recpt. 18, 1.14
James W Orr, Clerk. 2.14

C
J. H. Allen & J. P.
Carnes Adams.

214

No property
found I b
Scott & D for
J. S. Ely & L.

~~Found one~~
5th, 1877

106

State of Virginia Lee County to wit
July 25 1878

This day John P. Loyd personally
appeared before me and made oath that he believes
the return acct of Hester vs. Shelburne against the
estate of Dr. J. S. Loyd is correct just in bail and
there is no just effect or counter claim against the
same to his knowledge.

Given under my hand this 25 day of
July 1878

Henry Baumgardner J. P.

J. S. Loyd
to
a
true
copy of
Hester vs. Shelburne

(R)

Dr James T Lyd

1875 To Aunt & Shellen

June 22 To Bal due on settlement

" 23 Said your order to A Davis 98

Aug. 4 wife Dr By 4# 2 1/2 oz Feathers 32.14

" " Dr 2 pr Boys suspenders for 35

" " 3 Clarks Spools for 25

" " 14 yds Chambray Gingham 35

" " 13 " Calico 12 1/2 - 9 ds. 12 1/2

" " 3 " " 12 1/2 5" Bleach 15

" " Needles 10 pins 10

" 6 for Girl at S.P.C. 2 Spools 10 Ea

" " Order Box Asle green 25 4 Day Buttons 25

" " " 1 Card H & Eyes 10

" " " Paste Board 10

" 9 per J.P. Lams 2 yds Chambray Gingham 35

" 18 Sew Box Collars 25 1 yd Blk Calico 12 1/2

" " 1 1/4 yds Pink Ribbon 20

Sept 1 Said Tho's Order to Fannon 10.00

" 16 Sew pepper 25

Oct 11 wife 7 yds apron check 1/2

" " 2 7/8 yds Domet. 12 1/2 Coffee 6

" " Tobacco for Hall 10 - per 8

" " 1 Spool 10 2 Spools B. Irish Flax 15

" 13 Order 14 yds Calico 12 1/2

" " 1/2 green note paper 10 Vial Linum 15

" " 6# white Sugar 1/2

Oct 20 per Miss Mattie Box Blacking 10 paper pins 10

" " 2# Sulphur 15 2# Copperas 10

" " 1 Hair Switch 20 Bleach Domet 6

" " 1 pt Spts Terp 20 1 pr Gloves 50

" " Spool 10 Hairpins 10 Bottle Cologne 15

2 14 64 93

1875

Dr Brought forward \$ 2.14 \$ 64.93

32.85 Nov 10 for Sha & Sprinkle Terp oil Spite 55

98 " 24 wife 2 Bunches Cotton 150 3.00

35 " 17 yds Blk Calico 12 1/2 Coffee 6 3.13

25 " " Sole Leather 75 75

4.90 " 27 Order 13 1/4 Blk Calico 12 1/2 22

2.75 " 3 Clarks Spool 25 25

1.13 " 30 Sew chestnut 5 25

25 Dec 7 wife By Cash 20.00 20.00

20 " Dr 20 yds Corded alpaca 27 5.40

50 1 1/2 " Domet. 12 1/2 1 Bunch Cotton 150 1.72

10 Said wife's Order to Mc Hess 15 2.50

10 \$ 22.14 \$ 82.50

70 Jan 1 1876 Bal due \$ 62.36

37 To Aunt on old ac to date

25 Mch 24 for E.B. Lams 8 yds Bleach 12 1/2 1.00

10.00 " " 1 yd Cambrie 12 1/2 13

25 " 28 per Tho's 4 Horse Shaw 15 1/2 # Nails 30 75

1.17 " 30 per Mattie's Order 29 1/2 yds alpaca 42 1/2 12.57

1.35 To 45 Br Com at L.C. Shellen 3/ 22.50

18 Apr 19 Said Doc Lanson 50 for 700 5.00

40 " 27 Mattie's Order 8 yds Blk Calico 10 80

1.75 " " " Spool 10 10

20 May 2 Dr By Cash of J.P. Lams to L.C.S. 20.00

1.00 " " Order 2# Copperas 10 1# Sulphur 15 35

20 " " " 1# Soda 12 1/2 1 ft Terp 20 32

50 " 7 By Cash of J.P. Lams to L.C.S. 10.00

1.20 " 27 per Mrs G. Sprinkle 3 Bottles Oil Spite 15 30

70 " " " Terp & Camphor 20 20

35 June 5 per Mattie 14 yds Blk Calico 10 1.40

2 14 64 93 R. Rich Betts 6 1/2 Ea Shoe Laces 5 1.30

\$ 30.00 \$ 109.10

1876 Brought forward	\$30	00	\$109	10
June 16 wife Cr By Feathers 4 ⁰⁰	4	03		
" " Dr 2# Sulfur 15- Ginger 10				40
" " Spice 10 pepper 20 2# Coffees 90				50
" " Bottle Sewing Machine oil 15				15
" " Coffee of Sugar 200 Coffee Pot 55				3 55
July 5 wife Cr By wool over Calico 50		52		
" 15 per doz Coffee of Sugar 6-				2 00
" " 8 Horse Shoes 12 1/2				1 00
Aug. 10 Order Blug Tobacco 25-				25
" 12 Thos Order Blug Tobacco 25-				25
" 24 per Mr. David Sugar of 9# Nails 10				1 90
" 26 Thos Order by Mrs Belcher Blug Tobacco				25
" 29 per J. J. Lanner, for Blk gloves 25-				25
2 sets Coffin Hinges & Screws 1/2				50
7 yds Blk Velvet 3/4 1/2 doz wood screws				3 55
1 doz Coffin Screws 25				25
4 doz Coffin Nails 12 1/2				50
			34 55	24 40
Int to Nov 10 1877 5 13				5 13
Bal due to Nov 10 1877			\$94.98	
By Cash July 1878		50.00		

Lee County Va SS

This day Wm S. Hurst appeared personally before me and made oath that the foregoing account amounting to \$94.98 is just due and unpaid and that there is no just offset or counter claim against the same to his knowledge

Given under my hand this 13 day of Dec 1877

Henry Baumgardner J. J.

The following ~~Statement~~ is a copy from a Statement made by me as a com. in the Chancery Cause of Jas. T. Lloyd admr. of John Arey vs. B.F. Thompson & others, and which shows the debts due David R. Kane & Henry S. Kane from the estate of said Arey, and it also shows the amount of the several claims due to January 1st 1873 and the Do. rather share or sum to be paid on each debt, so far only as the said David R. & H. S. Kane are concerned.

K	Notes to D. R. Kane & Int. to Jan 1-1873	127.03	48	20
L	1st note to H. S. Kane & Co. " 1 "	10	96	4 16
M	" " " " " " " 1 "	52	25	19 83
N	3rd " " " " " " " 1 "	27	04	10 22
Total Sum due Jan 1. 1873.		\$ 82.48		

By this Sum to be allowed by D. R. Kane		5	00
" " " " " "	H. S. Kane in debt	2	50
" " " " " "	Sum	2	50
" " " " " "	Sum	2	50
Bal due January 1st 1873.		69	98

The first column shows the amount of each claim calculated to Jan 1-1873 and the second one shows the netable share to be paid on each.

The first item I charged to H. S. Kane as the admr. of David R. Kane in the settlement of his account in a suit in Scott, upon the ground that he ought if he had not collected it, and having done so, the claim becomes his and hence I allow it with the others as a charge against Lloyd's estate.

David H. Kane and
H. S. Kane
Statement of debts
of T. S. Kane and of John A. Kane

M + P.

James J. Loya Executor of the Estate of John
Dougherty decd.

^{vs}
John Milbourne

Judgment for \$45.85 with interest from
the 20th day of September 1862 till paid, and
the Costs, Subject to a credit of \$3.50
paid Nov. 20th 1868. 62.61 u 2.50 850 150

c 2.61
u 2.50
d. .50
T. 36
6.11

An abstract Copy from the Execution
book.

Teste R. W. Orr Jr. D.C.

Jos. Lloyd. Esq. &c.
vs. 2 Copy of Judgt.
Jno. Mulholland

Stickney's Va

Dr James. V. Lloyd

In Account With Little & Duff

1875-					
May	15	7875-50 Amt due Little & Duff on Settlement	21	83	
May	15	by Lady after Settlement 1038 Calico for Nixed Girl 9c	1	25	
"	"	2 Bags Linen Hottels 10 1 Tuck Curb 5c		25	
"	20	1 Ball shoe Head 15 (31) 1 Packet Knives 85c	1	00	
"	31	1/2 3 Cloves 10 1 Bottle Sweet Oil 15c		20	
June	3	1 Pt. Spts Surpentine 1/6 1 Bot Arb. Liniment 1/6		50	
"	8	1/2 Borax 3/4 1/2 tea Sugar 1/4		34	
"	18	Balance on Lather after Butter 23c		23	
"	19	1 Pack Salt 375-1 Blue Oil Barrib 6/	4	75	
"	28	1 Sythe & Cradle 4.50 7 Bro Sugar 14c	5	48	
"	"	1 3m Calico 9d	1	62	
July	3	1 Gallon Lamp Oil 80c		80	
"	9	3 1/3 Coffee 30-1 pr wo Shors 12/	3	00	
"	"	4m Rice 9d 6m White Sugar 1/4	1	50	
"	"	Candy 10c (28) 4m Rice 9d		60	
Aug	3	2m Horse nails 30c 6 2/3 Bro Sugar 10-	1	60	
"	"	6m White Sugar 1/4-1 Horse shoe 10c	1	15	
"	"	4 1/4 Sole Leather 40c	1	70	
"	10	4 yds Check fac over 1/6 6 yds Blea Dimp	2	00	
"	"	6 yds Calico 10c 1 tin Butter 40c	1	00	
"	"	3 Sishes fir 1.30 1 Oil Can 40c	1	75	
"	"	1/4 gallon Lubricating oil 6/		25	
"	"	7 Stamped Envelopes for 1/6 1/3 Candy 30	35		
"	11	1 Vial Linnon 10c		10	
"	"	4 yds white Check Mus lin 3/4	2	00	
"	13	1 Plug Tobacco 1/6		20	
"	16	4 yds Bobinet 35-1/4 Pla 1.60		75	
"	"	Matches for 1/6 12 1/3 doz Coat Buttons 10		50	
			56	75	

		To amount brought forward	\$56	75
Sept 13	1	Bottle Sweet oil 15 ^c (14) Postage Stamps 1/6		40
" 22	1/2	Rope 20 ^c 1 1/2 Pint Cup 5 ^c		15
" 23	6	half gallon fruit Jars 2/3	2	25
" 27	3	White Sugar 1/		80
Oct 1	13 yds	Callico 9 ^d 1 st Soda 9 ^d 10 yds Drilling 1/	3	42
" 8	1	Rt Shoe Pegs 5 ^c and Patents 5 ^c		10
" 11	1/4	Spice 35 ^c 1 vial Cinnamon 10 ^c 1 vial Peppermint 10 ^c		29
" 15	Produce PA	Flem Hall 12/- PA Henry Hall 12/-	4	00
" 28	Pr Order PA	Camel Dungfield 18/-	3	00
" "	"	" " " " Mc Reynolds 6/-	1	00
Nov 6	1	Box 1/2 D. Cops 10 ^c (2) 3 Balls Candle Wick 6 ^c		35
" 13	Pr Order PA	Mr Hall 6/-	1	00
Dec 4	3 oz	Indigo mod 9 ^d 1 st Soda 9 ^d		30
" 15	3 1/3	Coffee 30 ^c 5 ^c mails 10 ^c	1	80
" "	1	Box Blacking 10 ^c (22) 4 ^c Candy 30 ^c	1	30
" "	3 1/3	Coffee 30 ^c 6 2/3 Bros Sugar 15 ^c	2	00
" "	1/2	Pepper 40 ^c 5 ^c mails 10 ^c	7	0
" "	10 yds	Callico 9 ^d 1 Plug Tobacco 1/6	1	50
" 24	To Balance on	Candy after Eggs 22 ^c		22
Jan 1876 (49 th)	To Balance on	Ship Skin 2.20	2	20
" 29	1	Small Box Blacking by Dm 5 ^c		05
Feb 2	1	Box needles 4 ^d (9) Par 40 ^c	4	6
" 12	Bal on	Holms 4 Records after Eggs 2/3	3	8
" 22	1/2	Pepper 40 ^c	3	0
March 25	3 1/3	Coffee 30 ^c 3 1/3 Rice 15 ^c	1	30
" 28	3/4 yds	Cassett Jeans 20 ^c 1 yd Blk Cambric 9 ^d	2	7
" 31	1	Paste Board 10/-	1	0
April 25	1/2	Horse shoe nails 30 1 But S. Nitro 10 ^c	2	5
			\$86	34

		To amount brought forward	\$86	34
May 8	1 1/2	Nails 6 ^c 5 ^c 8 ^c mails 10 ^c (20) 1 Plug Tobacco 1/6		88
" 30	2	Boxes Concentrated Lye 20 ^c		40
June 3	3	5 ^c mails 10 ^c 1/2 Plug Tobacco 1/6		63
" 23	5	Sole Leather 40 ^c 10 1/4 ^c 1/6 ^c Pallow 10 ^c	3	20
" "	3 1/2	Coffee 28 ^c	1	00
" 30	1	Pr Cloth shoes 2.25-1 Blk for 40 ^c	2	65
July 14	3 oz	Indigo & madder 9 ^d		38
Aug 2	1	Plug Tobacco 1/6 1 st Horse nails 30x		55
" 11	"	" " " 1/6 (21) Bal on apple and after fruit 3/-		75
" 23	1	gr Note Paper 1/6 1 Box white Envelopes 20/-		45
" "	5	8 ^c mails 10 ^c (26) 1 Box Janey Pills 1/6		75
" 29	1	Sack Salt 3.75 (30) 1/4 Bal on 4/6	3	94
" "	1	Pr Cloth shoes 12/-		200
			\$103	92

Credits

May 1875	By Cash on a/c	.45
June 21	" 6 3/4 Bu Wheat 6/-	6.65
July 9	" 7 th feathers 3/- 34 th Bacon side 10 ^c	8.60
Sept 22	" Cash for today for Postage	.25
Aug 10	" 20 th Bacon shoulders 19 ^d	2.50
Oct 27	" Bal Cash after trading 18/-	3.00
" 1	" 4 3/4 Bu Wheat 4/6	3.42
March 6 1876	" Cash for Dr Allen	20.00
June 23	" 10 3/4 Butter 1/- 19 th Lord 9 ^d	4.16
" "	" Cash on a/c 6/-	1.00
	Balance due Sept 1 st 1876	53.89
	12 months interest to 1 Sept 1877	3.23
		\$57.12
Virginia Lee County, to wit this day personally Came A. J. Litter		

One of the firm of Litten & Duff before
me the undersigned an acting Justice of
the Peace for the County of Frederick - and made
oath in due form of law that the within acc^t
- Count of \$53,89 against the Estate of Dr James
P. Lloyd Dec^d & Dale the 1st Sept 1876 - and also
12 months interest to the 1st Sept 1877 \$3,23 making
in all \$57,12 is just and true and unpaid
or any part thereof - to the best of his
knowledge - given under my hand this
the 21st day of January 1878

G. L. Duff J. P.

Virginia Lee Co to wit

1012
This day personally came Thomas P.
Lloyd before me the undersigned an
acting Justice of the Peace for the County
above named and made oath in due form
of Law and stated that he had Examined
the within account of Litten & Duff against his
Father Dr James P. Lloyd ^{Dec^d} and further states
that he knew that his Father was in the
habit of trading on a credit at Litten & Duff's
Store, and a good many of the articles
Charged in the account was got by my self
and other articles Charged in the account, I
have seen about the House, and I believe
the account is just and true and unpaid
as stated by them, given under my
hand this the 21st day Janry 1878

Received February the 7 1878 of Dr P. H. Allen G. L. Duff J. P.
one of the administrators of Dr J. P. Lloyd one
the within account in full
\$57 12 Litten & Duff

Received of Peter W Allen one of the administra-
tors of the estate of James I Lloyd decd. Two
dollars and fifty cents the tax on the grant
of said administration, This Oct 2nd 1876.

James W Orr Clerk
Herk County Court.

No. 1

James H.
B. 1800
Estate.

Received of P. H. Allen ^{one of the} ~~the~~ ~~James~~ ~~adms~~ of
James T. Sayd who was in his lifetime Executor
of Noah Daugherty dead. Twenty four dollars and
40 cents which is to be credited on a decree
of the circuit court of Lee County in the chancery
cause of Anderson Linn & others against James T.
Sayd & al, this credit to be entered as of
January 1 1876. And said Linn is also credited
on my note to Saml. J. Edsall. dated Nov 16 1875.

Isiah Daugherty
J.

No 2

Isaiah Daugherty

To 1/2 Rect of 24.110

J. A. Allen adms

18452

Recd of J. H. Allen one of the
Administrators of James H. Lloyd Est one
hundred and Eighty one ~~or~~ Dollar & fifty
two cents, on a Judgement & Execution
against James H. Lloyd & J. H. Allen as his
Security, in favor of Henry T. Ferguson
Said Execution credited Aug 1st 1877 - fifty
Dollars also Aug 6th 1877 fifty Dollars
Eighty four Dollars & fifty two cents,
Oct 20th 1877. All cost & commission
settled in this receipt on said Execution
this the 20th day of - Oct 1877
J. C. Scott & S for
Thomas J. Ely & Co.

J. C. Scott
Wright.
1845-2

Oct 20. 1877

Ms.

Received of P. H. Allen, ^{one of the} ~~to J. P. Barnes~~
Adm^r of Jas J. Lloyd. Est. One dollars Each
for Appraisers of said Est.
June 5th 1877

G. C. Duff,
Scriber & Clerk
P. J. Young

No 4

J. C. Duff &
J. F. Burk &
C. V. Young &
Receipt
\$300

J. D. Lloyd Esq
to the
J. H. & C. H. Cook
Paid by
J. H. & C. H. Cook

No 5

J. H. & C. H. Cook
No 64
June 1877.

Received of P. H. Allen and T. Barnes Adams
of Orasmus Loyd's estate the sum of Three
Dollars for services as executors of sale this 27th
October 1874 John. B. Ferguson

906

John Parsons
25 Receipt
\$300

Jas I Loyd Dr

May 1876, To Jas A. McKinnan

Due on Settlement \$7.45-

Lee County Court

This day Jas A. McKinnan personally appeared before me G. B. Duff a justice for said county and made oath that the above acct. of \$7.45- against Jas I Loyd's estate is just and has not been paid nor any part thereof given under my hand 22nd day of Sept 1877

G. B. Duff J. P.

Lee County Court

This day P. H. Allen personally appeared before me G. B. Duff a justice of said county and made oath that the above acct of \$7.45- against Jas I Loyd's estate, he believe to be just and unpaid for he made the settlement for them a short time before, Jas I Loyd's death given under my hand this 22nd day of Sept 1877.

G. B. Duff J. P.

Received of P. H. Allen one of the administrators of Jas I Loyd's estate \$7.45- The full amount of the above acct. This 22nd day of Sept 1877

Jas A. McKinnan

Receipt from
Geo. McKinn

1877
I have received of you
the sum of £100
for the purchase of
the land at [illegible]
and I hereby acknowledge
the receipt of the same
and the title of the land
is now in your hands
and I have no claim
thereon.

The sum of £100
has been paid to me
by you and I have
received the title of the
land and I have no
claim thereon.
I have no claim
thereon.

Received of J. H. McKinn
the sum of £100
for the purchase of
the land at [illegible]
and I hereby acknowledge
the receipt of the same
and the title of the land
is now in your hands
and I have no claim
thereon.

ROCKY STATION DISTRICT.

M

1875 TO C. L. HAMBLIN, TREASURER OF LEE COUNTY, VA.

Dr.

SUBJECTS OF TAXATION	State tax, 50 cents on \$100.		County tax, 20 cents on \$100.		County School tax 7 cents on \$100.		District School tax 4 cents on \$100.		TOTAL.	
	Doll	Cents	Dolls	Cents	Dolls	Cents	Dolls	Cents	Dollars	Cents.
4 Tracts To 19 1/2 Acres of Land, value \$1994	4	99	1	99		69		35	6	97
"Property, Income, &c., valued at \$										
"Capitation Tax										
"County School Tax										69
"District School Tax										35
TOTAL									6	97

Received Payment,

C. L. Hamblin. Treasurer.

"Sentinel" Print, Jonesville, Va.

105

James Smith Esq
1795

Amount paid to J. Smith
To A. J. Wilson
March 14th 1878
3) 7.95
2.67
\$ 2.65

Three Dollars & 84th
five ct from J. Smith
one of the amounts
I have got on the
within day I have
March 14th 1878

A. J. Wilson

Recd Apl 26th 1878 of H. H. Lawrence
one of the admin^{rs} of Dr J. P. Sayole's
Estate Ten Dollars to be as
a credit on my account
which I had against said
Sayole Estate.

He ^{for} rent
forward

Ne J. Trent
To Receipt
\$10.00

paid by
J. H. Hurd

Aug

April 1878

H. Hurd
\$10.00

Received Feby 5th 1878 of P. H. Allen &
The Phoenix Adms of Dr J Lloyd Decd
Fifty Dollars to^{be} placed as a credit on
an account which we hold against
said Loyds Estate

Amos & Shelburn

Shelburne & Hunt
\$30.00

Feb 5 1878

1010

Shelburne & Hunt
Receipt paid
by H. H. Hunt

Paid Feb'y 4th 1878 of P^r Allen & J^r Plamers
Adm^s of Dr J Lloyd Decd Thirtyn⁶⁷/₁₀₀ Dollars
in full of Amount going from The John Ariz
Estate, to Josiah Brown Decd Estate
Frederick Baumgardner

A. Baumgardner
adm'r Re. St. 8/13.67.

Feb 4/78

No 11

Rec'd of
A. Baumgardner
Paid by
J. P. Larns

Jno. P. David
\$10.30

Jan. 1 - 1878

10/13

This Day W. at David personally appeared
made oath that he knew the within to be true
true and correct given under my hand this 10 day
August 1878
For 25-cs

J. P. David
Paid by
J. P. David

1874 August 30 Dr To John B. David.

To 1 coffin & case for

Dr John B. David

\$15.00

Recd of L. H. Allen + 7 1/2 boxes of 5 1/2 lb. of 18 3/4
Lays of the above account in full. paid 18 3/4
Jan 1 1875

Received of Thomas J. Caruso A. P. H. Allen. Sum
of the estate ^{James J. Loyd Decd} One Hundred dollars. to be placed
as a credit on a note I hold for collection
against James J. Loyd decd and in favor of
of David Sullivan This the 4th day of February
1878.
C. I. Duncan Atty

David Sullens

\$100.

Feb 4/78

No 14

to J. Duncan
to Receipt
Paid by
J. P. Sullens

Recd March 28 78 of Thomas P. Barnes one of
the admors of James S. Lloyd decd, Eighteen dollars
and 50 cents to be credited in full as due me
as decd from said Lloyd.

James W. Orr.

N^o 15

Evidences of debt
filed with Statement
(A. G.)

B To C

48211	96775
89521	59521
9266	56722

750 00

198 34

531.66

1984

State of Virginia
County of Scott, to wit:

This day James L. Shammaker Adm^r
of the Estate of Henry S. Kane dec^d, made oath before
the undersigned that after the death of said
Kane and he qualified as his Adm^r he found
among said Kanes papers various notes
accounts & receipts due said Kane from
J. T. Lacy, a list and description of the various
indebtedness of debt are set out in a bill filed
by me as Adm^r vs J. T. Lacy as Adm^r.
& others, which debts are on file in said
bill. No part of either of said debts have
ever been paid to me as Adm^r of said Estate,
nor does he believe any part of either of
said debts were paid to Kane - (if so Kane
executed his receipts, which will no doubt
be produced on trial) during his life time,
or to those from whom he purchased some of
them, except as Credits incurred thereon,
and that so far as my knowledge extends
the same still remains due the estate of
Henry S. Kane dec^d.

James L. Shammaker
Given under my hand
This 9th day of May 1870.

J. H. Morrison Comr.

Jas L. Shaco, administrator

vs. { Affidavit

Jr. Jas. F. Loyd & Est.

Evidences of debt from

B. to O. inclusive

Twelve months after date I promise
to pay Henry S Kane Sixty dollars for
the hire of his negro girl Letty for twelve
months from this date and I am to furnish
the said girl and her child comfortable bedding
& clothing and I am to pay her tax for
value received of her as well as my
hand and seal this 18th day of May
1859

~~Test~~
D R Kane

Cal. J. Lloyd Deal

Gas J Lloyd

70 $\frac{1}{2}$ note

H S Kane

\$60,00

(E)

(E)

I promise to pay Henry S Kane
twenty dollars for Value received of
him as witness my hand and seal
this 18th day of May 1859

Test
D R Kane

Sal J Loyd (Seal)
ads of Sal M Pendleton
Dec

I promise to pay Henry S Kane ten
dollars for Value received of him as
witness my hand and seal this 18th day
of May 1859

Test
D R Kane

Sal J Loyd (Seal)
ads of Sal M Pendleton dec

(97)

Gas & Loyd

20 1/2 notes

H & Kane

\$ 30, 00

5 x 11 1/2

20

I promise to pay to S. Kame ten
dollars for value received of him as
witness my hand and seal ~~this~~ the day
of February 1858

Geo. H. Lloyd

B

Les J Lopez

90% now

At I have

\$10.00

(B)

\$92.66

By the first day of January next We promised
To pay Zim Purnington Ninety Two Dollars
and Sixty Six Cents the amount of L M Lays
Order this day lifted - This amount is bearing
interest from this date April the 20th
1859

Wm. H. Lloyd Seal
Ruben Steele

For value Received of a sign
the within note to hand
R Kane, March 20th
1861

Jas T. Lloyd 4 St.

To $\frac{2}{3}$ note

D R Kane

\$92.66

189 92.66
107 4.3

Int from 21st Apr/59

(107)

See

I have the honor to acknowledge the receipt of the sum of \$92.66 from R Kane for the sum of \$100.00 on the 20th March 1861.

I promise to pay Henry S Kane thirty
dollars with interest from the 28th of
February 1859 for Value received of him
as witness my hand & seal this 18th day
of May 1859

Test
D. R. Kane

Geo. L. Lloyd (Seal)

Gas T Lays

To \$ note

H S Kane

\$30, 00

(A)

I promise to pay Henry S Kane
Twenty five dollars for value received
of him as witness my hand and seal
this 11th day of May 1858

Test
John A Campbell

Geo. T. Lloyd (Seal)

Jas G Layed

to \$ note

H S Kane

\$25.00

(6)

(6)

I promise to pay H S Kane five
dollars for value received of him as
witness my hand & seal Oct 15th 1837

Jas T. Lloyd (Seal)

(A)

Jas J Lloyd

to \$ note

M B Kane

\$5.00

(B)

\$10.00 { I promise to pay David R
Kane } ten Dollars for Value Recd of
him as Witness my hand & Seal this 18th
day of Oct 1860

Wm. J. Lloyd adm^{or}
of Jas M Pendleton

See in chy suit in scott of Jas Taylor vs Lloyd & Miles Adms^{rs}
of James M Pendleton Decd

James V. Lloyd

To Cash

D. R. Moore

\$10.00

(12)

Lee Co

Received of David R Kane a note of hand on John
Arey for Seventy one dollars and 37 cents due the
1st day of January 1860. Which note the said
Kane has assigned to me & I am to endeavour
to retain the amount of said note in my hands
as Administrator of said Arey & pay the same to
said Kane except five dollars, which the said
Lloyd is to retain for his trouble in securing
& paying over said \$71.37 which note was executed
by John Arey to D R Kane. Given under
my hand this 19th day of October 1859
Wm. J. Lloyd

James T Lloyd
To ~~Receipt~~ ^{Receipt} &
obligation
D R Kane
\$71.37

(80)

\$22.50 { We promise to pay David R
Kane Twenty Two Dollars & fifty cents
for value Recd of him as Witness our hands
and Seals this 9th of Oct 1860

Sal J Loyd & Seal
James M. Young Seal
Admors by Sal J Loyd

For fees in 3 actions of Debt & in chy Suit ads A R Surgeon
in circuit courts

175 James T Loyd
176 Jas M Young
177 To Note
D R. Kane
\$22.50

(2)

I promise to pay Henry S Kane
Twenty five dollars for Value received
of him as witness my hand seal this
16th day of March 1859

Lester
S. C. Fugate

Sal J. Lloyd (Seal)
Administrator of the Estate
of Sal M. Pendleton.

200 9 Loyd

20 { note

14 8 Kane
\$ 25 00

(A)

2

James T Leyd & Admrs of John
Avery Deed

In acct with H B Kane
No fee in action of debt brought by
James Garrett for the benefit of McElroy
against you on a note of \$200,00
executed by said Avery to said Garrett
I put in ~~Dummevier~~ in ~~several~~ court
of Lee County at May Term 1860 and
~~do~~ ~~not~~ ~~recede~~ the office judgment \$10,00

Jos T Lloyd &
advers of John
Avery

No 2 acct

H S Kane

\$10,00

(2)

R

1858 James T Loyd Dr

In acct with A S Kane

To fee in action of debt vs James Spraul
on \$300,00 note - \$5,00

K

Gas J Loyd
To S acct
H S Kane
\$5,00

(22)

Received Octr 19th 1859 of Henry B Kane
a note of hand executed to him by John
Avery for twenty seven dollars & fifty cents
with interest from the 8th day of January 1858
and also a note executed by said John Avery
to said Kane for fifteen dollars due the
15th day of August 1859 which notes the
said Kane has assigned to me and I
am to endeavour to reclaim the amount
of said notes in my hands as agent of said
Avery & pay the same to said Kane except
two dollars & fifty cents which said Lloyd is to
have for his trouble in securing the debts for
said Kane also received of H B Kane

a note on said Avery for five dollars
& 78 cents due the 6th of January 1858
which was executed to H B Kane & assigned
to said Kane & by said Kane to me which
I will endeavour to reclaim & pay over to
said Kane also

Geo. J. Lloyd.

as I Lo

Obligat

for coll

debts

no Adv

Kane

27.50

5.78

33.28

no Note

(7M)

72

178.82

Due D. Sullins one hundred and
Seventy Eight Dollars and Eighty Two cents
for Value recd of him this the 4th day of
June 1874

Gas. T. Loyd *Real*
By P. W. Allen

Apr 1875-

Rec'd \$20. Twenty-
dollars -
Feb 14th 1878
Per By cash \$100.00

(2)

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON *Peter H. Allen & Thos. P. Barnes Administrators*
of the Estate of James I. Loya dead, & Peter H. Allen
in his own right & Mary C. Allen his wife, formerly
Mary C. Loya, Thos. P. Barnes in his own right &
Minerva Barnes his wife, formerly Minerva Loya,
Jane Loya, Mattie W. Loya, Thos. P. Loya, Charles
Loya, William Loya, John Loya, G. C. Buff & C. L.
Warble in

to appear before the Judge of the County Court of Lee County, at the Court House, in the Clerk's Office, at

Feb. Rules next, to answer a bill in Chancery, exhibited in our said Court
against them by James L. Shoemaker Administrator of the
Estate of Henry S. Kane deceased.

And have then there this writ.
this *16th* day of

WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House,
Jan., 1878, in the *102nd* year of the Commonwealth.

R. W. Orr Jr. Sec.

Holmby

Henry S. Raper's Adm.

of 1/2 Spain City.

Peter H. Allen et al.

Feby. Rules 1878.

Executed

Thos. Ely & Son

Thos. Ely & Co

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON *Peter H. Allen & Thos. P. Barnes Saur.*
of the Estate of James T. Loyd dead, & Peter H. Allen in his
own right, & Mary C. Allen his wife, formerly Mary C. Loyd
Thos. P. Barnes in his own right & Minerva Barnes his wife
formerly Minerva Loyd, Jane Loyd, Mattie W. Loyd
Thos. D. Loyd, Charles Loyd, William Loyd, John
Loyd, B. C. Buff & C. L. Hamblen

to appear before the Judge of the County Court of Lee County, at the Court House, in the Clerk's Office, at

against

Feb
them by James L. Shoemaker Saur, of
the Estate of Henry S. Kane dead.
Rules next, to answer a bill in Chancery, exhibited in our said Court

And have then there this writ.

this

16th

day of

WITNESS, JAMES W. ORR, Clerk of our said Court, at the Court House,

Jan

, 1878,

in the

102nd year of the Commonwealth.

R W Orr Jr de
A copy Lister R W Orr Jr de

I accept legal Service of the within
Sd in Chancery. Jan'y 26th 1878.

G. L. Duff

For
G. L. Duff

The Commonwealth of Virginia.

To the Sheriff of Lee County—Greeting:

We Command you to Summon

James L. Shoemaker
Admr. of the Estate of *H. S. Hane* dead.

To appear at the Clerk's office of the Circuit Court of Lee county, at the court-house, on the first Monday in *Oct.* next, being rule day, to answer a bill in chancery, exhibited in our said court against *him*

by *Peter H. Allen & Thos.*
Phames Admr. of the Est. of *James T. Loyd* dead.

And have then there this writ. Witness, *Jas. W. Orr*, clerk of our said court, at the court-house, this *5th* day of *Sept.*, 1879, in the 104th year of the Commonwealth.

J. W. Orr Jr. D. Clerk.

240
James T. Lloyd's Adm.

or B Spain chry

A. S. Hanes's Adm.

Oct. Rules 1877.

Executed on
J. S. Shumaker

Sept 18 77

J. S. Wilhelm

Shk

Please send
Full bill in the
future